



Invitation to Bid - Statewide Price Agreement

ITB Title: **Plugging, Salvage, Assessment, Remediation, Monitoring, Laboratory, and Restoration Services Associated with Abandoned Oil & Gas Wells and Facilities**

ITB Number: **30-00000-22-00001**

Agency Requested Delivery: **As Requested**

Electronic bid submission only:
<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfNewMexico>

Commodity Code(s): **91216, 91219, 91221, 91223, 91238, 91240, 91242, 91327, 91341, 91356, 91371, 91378, 91389, 91430, 91438, 91484, 91485, 91806 91810, 91831, 91832, 91842, 91843, 91855, 91873, 91882, 92517, 92528, 92533 92535, 92536, 92544, 92545, 92546, 92551, 92586, 92615, 92623, 92629, 92630, 92640, 92642, 92643, 92645, 92649, 92654, 92665, 92676, 92677, 92678, 92682, 92683, 92684, 92685, 92690, 92691, 92693, 92694, 95826, 95877, 95896, 96127, 96143, 96174, 96221, 96222, 96261, 96273, 96296, 96792, 96871, 96878, 98814, 98838, 98846, 98889, 98924, 98954, 98975, 98991, 99259, 99836, 99868, 99871, 99874, 99878, 99879**

Bids Due No Later Than:

Date: **October 3, 2022** Time: **2:00pm**

Late Submission of Bids Will Not Be Accepted.

Formal Sealed Bid Opening, to occur immediately following due date/time:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDBmNmQzMDUtNzNjYi00YzUyLTkyOGEMTE5ZDZiMGRhOGE2%40thread.v2/0?context=%7b%22Tid%22%3a%2204aa6bf4-d436-426f-bfa4-04b7a70e60ff%22%2c%22Oid%22%3a%2217362856-1f15-4445-851c-d0a4af6e7161%22%7d

If you have questions regarding this ITB please contact:

Procurement Specialist: **Karen G. Acosta** Telephone No.: **(505) 372-9264** Email: **Karen.Acosta-Gonzal@state.nm.us**

Bidder MUST complete as applicable and sign the following in order for Bid to be valid (type or print clearly):

NM Vendor ID# (if applicable): _____	Remit Address: _____
Company Name: _____	_____
DBA (if applicable): _____	_____
Sales Email: _____	Sales Phone No.: _____
NM Tax Payer Identification Number: _____	Federal Tax ID#: _____

Payment terms: _____ (e.g., **Net 30**. Discount will not be considered in computing the low bid, see “Terms and Conditions”)

F.O.B. Point must be Destination, unless otherwise indicated by the NM State Purchasing Agent

Contractor’s Delivery: _____ (May be considered in the award)

The Terms and Conditions shall not be modified or supplemented.

Authorized Signature: _____ Print or type name: _____

Signatory Email: _____ Phone No.: _____

Bids must be submitted electronically, via eProNM only. Please see Bid Submission Instructions on page 2.

Bids are subject to the “Terms and Conditions,” shown on the attached pages of this document, and any additional bidding instructions or requirements. NOTE: if you decide not to bid, do not return this document.

All resident businesses, contractors and veterans will have to obtain preference certificates from the NM Department of Taxation & Revenue. In order for the appropriate preference to be applied to any solicitation, there must be no federal funds

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involved, and bidder must submit a copy of their preference certificate with each solicitation. Applications are available for download at: <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

Technical Online Bidding Questions:

(505) 795-1894, (505) 795-1076 or (800) 233-1121 or you can contact the buyer listed on the ITB first page

Bidder Instructions for Invitation to Bid (ITB)

Viewing ITB:

1. Bidders can access active procurements at the following sites:
 - <https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx>
 - <https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfNewMexico>
2. Complete bid documents as required by the ITB Specifications, and submit any required documentation, supporting materials, certificates, etc. in addition to the bid documents.

Submitting Bids:

Complete bid documents as required by the ITB Specifications, and submit any required documentation, supporting materials, certificates, etc. in addition to the bid documents.

- Electronic submissions through eProNM at the following site:
<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfNewMexico>
- Bids will be time-stamped in the system when Bidder clicks “OK” after “Review and Submit.” Such electronic submissions will be considered sealed bids in accordance with statute.
- If an amendment is processed after bid is submitted, Bidders must resubmit their bid in order for it to be considered fully submitted. Note: It is the responsibility of the Bidder to ensure bids are correct and accurate before submission. By bidding electronically, you acknowledge any and all amendments and it is your responsibility to ensure your bid corresponds with any amendments.

*It is the Bidder’s responsibility to ensure all documents are completely uploaded and submitted electronically via the ePro system by the deadline set forth in this ITB. The ePro system will automatically cease uploading data at the date and time of the deadline. Please ensure that you, as the Bidder, **allow adequate time for large uploads and to fully complete your submittal by the deadline.** A submission that is not both: (1) fully complete; and (2) received, via the ePro system by the deadline, will be deemed late. Further, a submission that is not fully complete and received via the ePro system by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, **NO LATE BID CAN BE ACCEPTED.***

Bid Opening:

Sealed bids will be publicly opened online via Microsoft Teams. Bids are subject to the “Terms and Conditions,” shown on the subsequent pages of this document, and any additional bidding instructions or requirements. NOTE: if you decide not to bid, do not return this ITB document.

Please join Bid Opening from your computer, tablet or smartphone.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDBmNmQzMDUtNzNjYi00YzUyLTkyOGEtMTE5ZDZiMGRhOGE2%40thread.v2/0?context=%7b%22Tid%22%3a%2204aa6bf4-d436-426f-bfa4-04b7a70e60ff%22%2c%22Oid%22%3a%2217362856-1f15-4445-851c-d0a4af6e7161%22%7d

Or call in (audio only) United States, Albuquerque

+1 505-312-4308 Phone Conference ID 306956272#

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Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Contractor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this order.
 - b. Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Contractor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Contractor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Contractor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Contractor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the State due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal

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Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Contractor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

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Important Bidding Information

All Bidders must notify the State Purchasing Agent or his/her designee if any employee(s) of the requesting agency or the office of the State Purchasing Agent have a financial interest in the Bidder. Financial interest is defined as:

- A. holding a position in a business as officer, director, trustee or partner or holding any position in management; or
- B. ownership of more than five percent interest in a business.

No financial interest **Yes financial interest**

If yes, specify the employee's name: _____ and financial interest: _____

Bid tabulations will be posted to our website approximately two (2) weeks after bid opening date. To access go to <https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx>, and filter by Bid Tab.

Failure of Bidder to complete bidding documents, in accordance with all instructions provided, is cause for this office to reject their bid.

Brand names and numbers are for reference only; equivalents will be considered. If bidding "equivalent" bidders must be prepared to furnish "complete data" upon request, preferably with bid, to avoid delay in award.

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

If any Bidder is of the opinion that the specifications as written preclude him from submitting a bid on this ITB, it is requested that his opinion be made known to the State Purchasing Agent or his/her designee, in writing, at least seven (7) days prior to the bid opening date.

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

Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be free of expense to the State of New Mexico. Samples not destroyed or mutilated in testing will be returned upon request, at Bidders expense. Each sample must be labeled to clearly show the bid number and item number that it pertains to. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder's risk, will not be returned.

Awards

Determination of Lowest Bidder – Following determination of product acceptability, if any is required, bids will be evaluated to determine which Bidder offers the lowest cost to the State in accordance with the specifications and terms & conditions set forth in the Invitation to Bid. The State Purchasing Agent reserves the right to award this Invitation to Bid in total; by groups of items; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever, in his/her judgment, best serves the interest of the State of New Mexico.

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

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Special Notice – To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening; failure to do so will be just cause for rejection of bid.

Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and/or changes; such corrections must be properly identified and signed or initialed by Bidder. Resubmittal must be prior to scheduled bid opening for consideration.

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

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

If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our bid openings, please contact State Purchasing (505) 827-0472 at least five (5) working days prior to the scheduled bid opening.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <https://www.bewellnm.com/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) “New Mexico Employee” means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee’s work for Contractor within the State of New Mexico, regardless of the location of Contractor’s office or offices; and
- (2) “offer” means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite

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quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page 1. If contractor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

IMPORTANT: NO ADDITIONAL TERMS AND/OR CONDITIONS WILL BE ACCEPTED

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Specifications:

The State of New Mexico wishes to establish a statewide Price Agreement for remediation of oilfield waste from unauthorized releases, contamination related to abandoned oil and gas facilities or unknown sources that are not associated with a responsible operator but are related to oil and gas operations in the state, the proper plugging and abandonment of orphaned oil and gas wells and facilities, and any laboratory services related to the foregoing.

These processes include but are not limited to: removal and possible salvage of abandoned, orphaned or inactive oil and gas infrastructure, the closure of pits and below-grade tanks, along with the environmental assessment, remediation, monitoring, and surface restoration of any spills or releases associated with abandoned, orphaned, or inactive oil and gas facilities. Awarded vendor shall cover the furnishing of all labor, materials, tools, and equipment necessary for the services included in these specifications, to ensure the results are consistent with and meet the requirements of the applicable policies, rules, federal grant requirements and obligations, including those established by the Energy, Minerals and Natural Resource's Department, Oil Conservation Division (OCD).

The OCD is responsible by law for the remediation and reclamation of abandoned oil and gas facilities (i.e., those without a responsible owner) on state and private land across New Mexico and has concurrent jurisdiction over such facilities on federal land with responsible federal agencies. OCD anticipates being the primary entity user of this Price Agreement given its responsibility under state law, but the State Land Office (SLO) may also use the Price Agreement for independent projects, which are still subject to OCD requirements on state lands it manages. Collectively, the OCD and SLO are referred to herein as the "Requesting Entity."

Vendors are not required to provide cost information for all unit price specifications listed in this Invitation to Bid (ITB) and may bid on only the services they choose to provide. The State reserves the right to award to multiple vendors on the resulting Price Agreement. Bidders shall submit unit prices for the provision of services, materials, and equipment. Be advised that if a Bidders chooses not to provide a unit price on a listed item, they will not be able to provide that item as a service.

It is the vendor's obligation to ensure they are properly licensed or covered by an appropriate license for any work type they are performing. If a vendor who wishes to undertake certain activities is not licensed, he or she may enter into a joint venture or subcontract with a licensed contractor to fulfil the requirements. The Requesting Entity may request, and vendors must supply, copies or verifications of the appropriate license or licenses in connection with a specific bid.

Term

The initial term of this Price Agreement shall be for one (1) year from date of award with the option to extend for nine (9) additional years, every other year, by mutual agreement of both parties and approval of the New Mexico State Purchasing Agent. This Price Agreement shall not exceed ten (10) years.

Wage Rates

All work covered by this Price Agreement shall be in accordance with applicable state or federal laws and subject to a minimum wage rate determination issued by the State of New Mexico, Department of Workforce Solutions, if applicable. In accordance with the Public Works Minimum Wage Act, all vendors and subcontractors must be registered with the Department of Workforce Solutions. The vendor must be registered by the time bids are opened.

List your company's Public Works Certification Number: _____

As a substantial portion of funding for these efforts is being provided by grants from the federal government, all vendors along with their subcontractors must comply with the following:

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- Executive Order #14,005 *Ensuring the Future is Made in All of America by All of America's Workers* to maximize the use of goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.
- The Davis-Bacon Act requiring not less than locally prevailing wages and fringe benefits be paid to employees.
- 2 CFR part 1401 Requirements for Drug-Free Workplace requiring a drug-free workplace policy.
- 42 USC part 6901 The Resource Conservation and Recovery Act (RCRA) regulating the generation, transportation, treatment, and disposal of hazardous wastes.
- 42 USC part 9601 The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) addressing responsibilities related to hazardous substance releases, threatened releases and environmental cleanup.
- 40 USC parts 3701-3708 The Contract Work Hours and Safety Standards Act regarding overtime.

Please note: due to the funds being provided by federal grants, preference certificates issued by NM Taxation and Revenue Department shall not apply.

Escalation/Reduction Clause

Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, SPD and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Contractor shall submit all pricing increase requests to SPD directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to SPD (such as a letter from a manufacturer indicating price increases, etc.) SPD's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. ***Requested price increases that exceed 10% will not be accepted. No price increase may result in a higher profit margin for the Contractor than at the beginning of the initial term of this Agreement.*** Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including reason for increase.

Contact for Procurement Questions

Karen G. Acosta Gonzalez
State Purchasing Division
(505) 372-9264

Main Agency Contact
Jim Griswold

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State of New Mexico, Energy, Minerals and Natural Resources Department,
Oil Conservation Division
5200 Oakland Avenue NE, Suite 100
Albuquerque, NM 87113
505-660-1067
jim.griswold@state.nm.us

Additional or Item-Specific Contacts

Contracts and cost overages: Jim Griswold 505-660-1067

Variations in plugging operations:

Northern New Mexico; Monica Kuehling 505-320-0243

Southern New Mexico; Gilbert Cordero 575-626-0830

Variations in environmental operations: Cory Smith 505-419-2687

Alternative contact for contract questions or plugging operations: Brandon Powell 505-320-0200

General Conditions

After award, the Requesting Entity will provide the vendor with the specific scope of work being requested to bid on for each item or packet of bids requested.

The vendor will submit daily activity reports describing the tasks undertaken and daily and cumulative project costs. These summaries must include the associated billing codes. This condition may be waived at the Requesting Entity's discretion if not needed depending on the scope of work.

Final project billing must be submitted on the bid spreadsheet included in this ITB with the approved unit rates, quantities and cost extension provided. This bill must be a tabulation of all the daily report costs and billing codes, unless waived by the Requesting Entity. The billing must also contain copies of any applicable receipts. Sundry filings are required by OCD regulations before any service work can be done to a well and again after completion of those efforts. There is a specific form (C-103) that must be submitted and approved. All appropriate sundry filings are also required prior to any final payments.

The Requesting Entity will stipulate to the vendor any appropriate sundry filings not listed below which may be required for the contracted job.

All field personnel shall wear appropriate personal protective equipment items including but not limited to, fire retardant clothing, personal gas monitor, gloves, hardhat, hard-toed boots, etc. All sampling personnel prices shall include appropriate expendable sampling supplies in their cost per hour including but not limited to, latex gloves, sample jars, distilled water, and cleaning solutions. All equipment and safety equipment shall be provided by the awarded vendor for the project or procedure.

If during any approved procedure, and except for emergencies as provided below, the vendor determines additional services, materials, or equipment required to implement the procedure will exceed the original estimate, the vendor must submit a revised cost estimate and obtain approval from the Requesting Entity prior to continuing work.

In the event of an emergency, the vendor shall verbally inform the Requesting Entity of a revised cost estimate which the Requesting Entity in its sole discretion may verbally approve, provided the vendor submits a written revised cost estimate no later than ten (10) calendar days after verbal approval. In the case of emergencies, the hourly rate does not change, there will be additional hours spent fixing the situation.

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The vendor shall provide a performance bond, executed by a surety company authorized to do business in the State of New Mexico, for any procedure with an estimated cost equal to or greater than twenty-five thousand dollars (\$25,000) in an amount equal to fifty percent (50%) of the total cost for the procedure. The vendor shall deliver the performance bond to the Requesting Entity no later than ten (10) calendar days after the Requesting Entity issues a purchase order. Work is not to begin until the Performance Bond is received by the Requesting Entity. The Requesting Entity may cancel the purchase order if the vendor fails to submit a performance bond that complies with these requirements. The Requesting Entity will pay the premium cost for the performance bond without markup.

Process Specific Conditions

When the Requesting Entity requests the vendor to plug and abandon an orphaned well, the vendor shall provide a plugging estimate based on OCD's provided plugging specifications. Following Requesting Entity's approval and issuance of a purchase order the vendor will file an OCD Notice of Intent Form C-103 and pertinent attachments including depth of well, well casing design, number and depth of plugs, and other well-specific information. The vendor will also provide services, materials, and equipment necessary to plug and abandon the well in accordance with the procedure at the unit prices set forth in the Bid Form. Once plugging and abandonment are completed, the vendor shall submit a subsequent Form C-103 to OCD with all required entities attachments.

When the Requesting Entity specifies vendor services for the removal and salvage of surface equipment and other infrastructure, the vendor shall provide a site-specific plan for this effort including the monitoring of naturally occurring radioactive materials (NORM) and contingencies for properly disposing of materials exhibiting an elevated level of radioactivity, subject to applicable legal requirements. For salvaged items, the vendor shall comply with NMSA 1978, Section 70-2-38.D of the Oil and Gas Act: *"A vendor employed by the oil conservation division of energy, minerals, and natural resources department to plug a well or restore or remediate a well site or associated production facility is authorized to sell the equipment and material or product that is removed from the well, site or facility and to deduct the proceeds of the sales from the cost of plugging, restoring or remediating."* The vendor or the Requesting Entity will take an onsite inventory of the items to be salvaged, ensuring the Requesting Entity has a complete list of items the vendor is planning to salvage prior to their removal from the site. Vendor shall give fair market value to the Requesting Entity for the equipment salvaged minus the reasonable cost associated with the removal. Following the Requesting Entity's approval of the plan and issuance of a purchase order, the vendor will provide services, materials, and equipment necessary to remove equipment from a site in accordance with the plan at the unit prices set forth in the Bid Form and consistent with all applicable legal requirements.

When the Requesting Entity specifies laboratory services, the vendor shall provide method-specific sample costs. Following the Requesting Entity's approval and issuance of a purchase order, the vendor will provide services, materials, and equipment necessary to perform the associated sampling in accordance with the procedure set forth in the Bid Form and consistent with all applicable legal requirements.

When the Requesting Entity specifies the vendor services for the closure of a pit or below-grade tank, the vendor shall provide a site-specific procedure. Following the Requesting Entity's approval and issuance of a purchase order, the vendor will provide services, materials, and equipment necessary to close the pit or below-grade tank in accordance with the procedure at the unit prices set forth in the Bid Form and consistent with all applicable legal requirements.

When the Requesting Entity specifies the vendor services for environmental assessment, the vendor shall provide site-specific assessment procedures for the delineation of soil or groundwater contamination. Following the Requesting Entity's approval and issuance of a purchase order, the vendor will provide services, materials,

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and equipment necessary to complete the assessment at the unit prices set forth in the Bid Form and consistent with all applicable legal requirements. Once the assessment has been completed the vendor will submit a comprehensive report to the Requesting Entity.

For environmental remediation or reclamation, the Requesting Entity may direct a vendor to develop and implement remediation or surface reclamation plans, which plan must be approved by the OCD regardless of who is the Requesting. The vendor shall then provide a site-specific remediation, monitoring, or reclamation plan. Following OCD's approval of the plan and the Requesting Entity shall issue a purchase order, the vendor will provide services, materials, and equipment necessary to remediate, monitor, or reclaim a site in accordance with the plan at the unit prices set forth in the Bid Form subject to applicable legal requirements. If the task is remediation, the vendor will thereafter provide a comprehensive report describing the actions taken to the Requesting Entity, with a copy to OCD if it is not the Requesting Entity. If the site requires extended-term environmental monitoring, the vendor will provide pertinent reports on a pre-scheduled basis. Surface reclamation plans will require an understanding of the reclamation requirements of the applicable surface management agency (State Land Office or U.S. Department of the Interior, Bureau of Land Management), restoration of drainage, and an earnest attempt at revegetation. Once the surface of a site has been reclaimed, the vendor will provide a report documenting the reclamation to the surface management agency, the Requesting Entity, and OCD.

Unit Price Schedule Specifications:

The Bid Form only needs to be completed for those unit price schedule items a vendor can adequately provide. The vendor will be bound by those prices throughout each individual year (initial or extended) of this Price Agreement.

As required by Section 70914 of the Bipartisan Infrastructure Law, on or after May 14, 2022, all the iron, steel, manufactured products, and construction materials must be produced in the United States, unless such products or materials subject to an approved waiver consistent with that law.

A Well Servicing Rig, Labor and Equipment

- A1 Labor for vendor's supervisor and cementer, includes travel time, **cost per day.**
- A2 Vendor's supervisor's and cementer's vehicle traveling to and from location, **cost per mile.**
- A3 Crew travel time to and from the work site, **cost per hour per crew member.**
- A4 Crew's vehicle traveling to and from location, **cost per mile.**
- A5 Single derrick rig. Crew and equipment for a shallow well: a double drum well servicing unit capable of working on wells less than 3,001' deep; including the following items, **cost per hour:**
 - 1. minimum crew of 3 employees, each with individual H₂S monitors;
 - 2. duplex or triplex pump suitable to circulate fluids and pressure test;
 - 3. 7-1/16" 3M double blowout preventers (BOP) with complete shutoff rams (CSO), 2.375" and 2.875" rams;
 - 4. freshwater storage tank or pit;
 - 5. hydraulic or manual closing capabilities for BOP;
 - 6. tubing power tongs with heads and inserts for 1" to 2.875" tubing;
 - 7. tubing elevators and full opening safety valve (FOSV) for 2.375" and 2.875";
 - 8. tubing slips capable of handling 1" to 2.875" pipe;
 - 9. rod tools to handle 5/8", 3/4", 7/8" and 1" rods, including backoff tool;
 - 10. swabbing tools for 2.375" and 2.875" tubing; and
 - 11. standing valve and recovery fishing tool for 2.375" and 2.875" tubing.
- A6 Standby rate for A5 rig when on location during a suspension of work directed by the OCD and not due to vendor's inability to perform, **cost per hour.**

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- A7 Double derrick rig. Double drum well servicing rig, crew and equipment capable of working on both shallow wells and wells typically deeper than 3,000 feet deep, including the following items, **cost per hour**:
1. minimum crew of 4 employees, each with individual H₂S monitors;
 2. duplex or triplex pump suitable to circulate fluids and pressure test;
 3. freshwater storage tank or pit;
 4. 7-1/16" 3M double BOP with CSO, 2.375" and 2.875" rams;
 5. hydraulic or manual closing capabilities for BOP;
 6. tubing power tongs with heads and inserts for 1" to 2.875" tubing;
 7. tubing elevators and FOSV for 2.375" and 2.875";
 8. tubing slips capable of handling 1" to 2.875" pipe;
 9. rod tools to handle 5/8", 3/4, 7/8" and 1" rods, including a back off tool;
 10. swabbing tools for 2.375" and 2.875" tubing; and
 11. standing valve and recovery fishing tool for 2.375" and 2.875" tubing.
- A8 Standby rate for A7 rig when on location during a suspension of work directed by the OCD and not due to vendor's inability to perform, **cost per hour**.
- A9 Drilling package consisting of power swivel or a power sub capable of performing the required drilling or milling work, and steel mud pit with a minimum capacity to circulate 120 barrels of drilling fluids, **cost per day**.
- A10 Coiled tubing unit consisting of manual spool with 500' of continuous 1.25" or 1.5" poly pipe (or equivalent) capable of spotting shallow cement plugs without a well servicing unit, with a 3-person crew, **cost per hour**.
- A11 Per Diem rate during time when crew are required to be away from headquarters overnight, **cost per person per day**.

B Cementing Services

- B1 Cementing equipment when on location, an equipped truck or skid unit capable of mixing and pumping the required cement slurry at the appropriate density for the type of cement at the rate and pressure appropriate for well conditions, **cost per day**.
- B2 The maximum working pump pressure that can be achieved during continuous pumping
- B3 Cement pump truck travel to and from location, **cost per mile**.
- B4 Class B or ASTM Type II cement, 94# sack, **cost per sack**.
- B5 Class C or ASTM Type III cement, 94# sack, **cost per sack**.
- B6 Class G or H, or ASTM Type V cement, 94# sack, **cost per sack**.
- B7 Drayage for handling, blending and hauling cement, **cost per ton-mile**.
- B8 Calcium Chloride used, **cost per pound**.
- B9 Salt Gel 50# sack, **cost per sack**.

C Electric Wireline Services, Downhole Equipment and Tools

- C1 Daily set up charge for wireline unit and operator on location able to perform various work in wells of various depths, including perforation, setting plugs, jet cutting tubing or casing, and running gauge rings, **cost per day used**.
- C2 Maximum working depth for wireline unit.
- C3 Small wireline truck travel to and from work site, **cost per mile**.
- C4 Large wireline truck travel to and from work site, **cost per mile**.
- C5 Wireline operator's pickup travel to and from work site, **cost per mile**.
- C6 Perforate 3 or 4 holes in casing using a perforation system appropriate for the well's casing size ranging from 2.875" to 10.75"; using a shaped charge with a minimum of 10 gram charge with no additional

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- charge for depth or use of disposable gun, **cost per event.**
- C7 If more than 4 holes required, **cost per hole.**C8 Perforate 1 to 4 holes in tubing using a shaped charge with no charge for depth, **cost per event.**
- C9 Wireline depth charge for the unit to set wireline cement retainers (CR) (C17), to set cast iron bridge plugs (CIBP) (C18), to run a collar correction log (CCL) (C12), or to run gauge ring or other service in tubing or casing, **cost per foot.**
- C10 Cement bond log (CBL), including CCL and gamma ray information, including base logging charge but no additional charge for depth, **cost per event.**
- C11 CBL as described in C10 to log depth charge, **cost per foot.**
- C12 Collar correlation log base logging charge, **per event**
- C13 Jet cut tubing in well, size range 1.25" to 2.875", with no additional charge for depth or shock sub, **cost per event.**
- C14 Jet cut casing in well, size range 3.5" to 7", with no depth charge for depth, **cost per event.**
- C15 Tubing or casing collar split shot to work in various sizes of pipe up to 7", with no additional charge for depth, **cost per event.**
- C16 Back off tubing with no additional charge for depth, **cost per event.**

Cement Retainers must have a minimum 5,000 PSI rating

- C17 Wireline set CR, 2.875", includes setting tool rental, **cost per item.**
- C18 Tubing set CR, 2.875", includes setting tool rental, **cost per item.**
- C19 Wireline set CR, 3.5", includes setting tool rental, **cost per item.**
- C20 Tubing set CR, 3.5", includes setting tool rental, **cost per item.**
- C21 Wireline set CR, 4", includes setting tool rental, **cost per item.**
- C22 Tubing set CR, 4", includes setting tool rental, **cost per item.**
- C23 Wireline set CR, 4.5", includes setting tool rental, **cost per item.**
- C24 Tubing set CR, 4.5", includes setting tool rental, **cost per item.**
- C25 Wireline set CR, 5.5", includes setting tool rental, **cost per item.**
- C26 Tubing set CR, 5.5", includes setting tool rental, **cost per item.**
- C27 Wireline set CR, 7", includes setting tool rental, **cost per item.**
- C28 Tubing set CR, 7", includes setting tool rental, **cost per item.**
- C29 Wireline set CR, 7.625", includes setting tool rental, **cost per item.**
- C30 Tubing set CR, 7.625", includes setting tool rental, **cost per item.**

Cast Iron Bridge Plugs must have a minimum 5,000 PSI rating

- C31 Wireline set CIBP, 2.875", includes setting tool rental, **cost per item.**
- C32 Tubing set CIBP, 2.875", includes setting tool rental, **cost per item.**
- C33 Wireline set CIBP, 3.5", includes setting tool rental, **cost per item.**
- C34 Tubing set CIBP, 3.5", includes setting tool rental, **cost per item.**
- C35 Wireline set CIBP, 4.5", includes setting tool rental, **cost per item.**
- C36 Tubing set CIBP, 4.5", includes setting tool rental, **cost per item.**
- C37 Wireline set CIBP, 5.5", includes setting tool rental, **cost per item.**
- C38 Tubing set CIBP, 5.5", includes setting tool rental, **cost per item.**
- C39 Wireline set CIBP, 7", includes setting tool rental, **cost per item.**
- C40 Tubing set CIBP, 7", includes setting tool rental, **cost per item.**
- C41 Wireline set CIBP, 7.625", includes setting tool rental, **cost per item.**
- C42 Tubing set CIBP, 7.625", includes setting tool rental, **cost per item.**

Packers, repairing damage to equipment is not included for any items unless specified

- C43 Packer, "full bore" or equivalent unless otherwise required, to work in 2 7/8", 3-1/2", casing, **cost per day.**
- C44 Packer, "full bore" or equivalent unless otherwise required, to work in 4", 4-1/2", 5-1/2", casing, **cost per day.**
- C45 Packer, "full bore" or equivalent unless otherwise required, to work in 7", 7-5/8", 8-5/8", 9-5/8" casing, **cost per day.**

D Workstrings and Miscellaneous Rentals

- D1 Rental of tubing work string (yellow band or better), 2.375", EUE 4.7#, J-55 grade; including inspections, testing, and normal wear and tear, **cost per foot for first 5 days.**
- D2 Tubing work string, 2.375", **cost per day per foot after first 5 days.**
- D3 Cost to rent tubing workstring (yellow band or better), 1.660" OD, IJ 2.3#, J-55 grade, including inspections, testing and normal wear and tear, **cost per foot for first 5 days.**
- D4 Tubing workstring, 1.660" outside diameter (OD,) **cost per day per foot after first 5 days.**
- D5 Cost to replace part or all of tubing workstring, 2.375" external upset end (EUE), due to events not stated in procedure, but not including loss or damage caused by vendor's negligence or poor work performance, **cost per foot.**
- D6 Cost to replace tubing workstring, 1.660 IJ, due to events not stated in procedure, but not including loss or damage caused by vendor's negligence or poor work performance, **cost per foot.**
- D7 Rental of BOP ram other than center-bore 2.375" and 2.875", suitable to pipe size, but not including replacement of damaged rubber elements, **cost for first 5 days.**
- D8 Rental of BOP ram, other than center-bore 2.375" and 2.875", suitable to pipe size, but not including replacement of damaged rubber elements, **cost per day after first 5 days.**
- D9 Rental of slip grip, "MYT type" elevator, **cost per well.**
- D10 Rental of slip grip, "LYT type" elevators suitable to perform the required work, **cost per well.**
- D11 Rental of companion flange to connect BOP to tubing or casing head, including bolts, nuts and ring gasket, **cost per well.**
- D12 Rental of independent (screw type) tubing head (4.5", 5.5" or 7") with appropriate valved outlets to connect production casing to companion flange, **cost per well.**
- D13 Rod power tongs with dies for 3/4" to 1", **cost per day.**
- D14 Rental of bit sub to connect tubing to either 2.375" regular (3-7/8" bit) or 2.875" regular (4-1/2" bit), **cost per well.**
- D15 Blow down tank with connections and lines, **cost per day.**
- D16 Steel waste pit with a minimum 80-barrel capacity to hold and settle circulated fluids and solid, **cost per day.**
- D17 Certified base beam for rig anchoring, **cost per day.**
- D18 Casing scraper rental, 4.5" or 5.5", per well, **cost per well.**
- D19 Casing scraper rental, 7" and 7.625", bit per well, **cost per well.**
- D20 String mill rental, 4.5" or 5.5", per well, **cost per well.**
- D21 String mill rental, 7" or 7.625", per well, **cost per well.**
- D22 Rental of an offset spool, 7-1/16", 3M (add days), suitable to perform work proposed, includes bolts, nuts and ring gasket, **cost for first 5 days.**
- D23 Rental of an offset spool, 7-1/16", 3M (first 5 days), suitable to perform work proposed, includes bolts, nuts and ring gasket, **cost per day after first 5 days.**

E Transportation and Miscellaneous Services

- E1 Tandem axle rig up truck, with driver, **cost per hour.**

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- E2 Helper or swamper to assist rig up truck and driver, **cost per hour.**
- E3 Single axle two-ton truck or larger, with driver, **cost per hour.**
- E4 One-ton pickup to deliver or “hot shot” items, with driver, **cost per hour.**
- E5 Tandem axle float for equipment movement, 8’ x 35’ or larger, **cost per day.**
- E6 Tandem axle float for pipe movement with handrails and steps, 8’ x 40’ or larger, **cost per day.**
- E7 Non-vacuum water truck with 50-barrel capacity or greater, with driver, **cost per hour.**
- E8 Vacuum water truck with 80-barrel capacity or greater, with driver, **cost per hour.**
- E9 Backhoe when operating at work site, including operator, **cost per hour.**
- E10 Welder, including gas monitor, equipment and supplies, **cost per hour.**
- E11 Welder’s vehicle travel to and from the worksite, **cost per mile.**
- E12 Plug and abandonment marker consisting of 4” OD x 10’ long pipe with welded labeling, including operator’s name, property name, well number, API number, and legal description (footage, unit number, section, township, range), **cost per marker.**
- E13 Fresh water, suitable for mixing cement and circulating the well, **cost per 80-barrel load.**
- E14 Brine water, suitable for mixing cement and circulating the well, **cost per 80-barrel load.**
- E15 Rig mats per job (first 5 days), **cost for first 5 days.**
- E16 Rig mats per additional day, **cost per day after first 5 days.**
- E16 Test the existing rig anchors, if present., **cost per anchor.**
- E17 Installation and testing of a new anchor, if require, **cost for a set of 4 anchors.**

F Environmental Personnel (Portal to Portal)

- F1 Principal with a graduate degree and at least 10 years of experience. This position is not intended to manage the field activities of the project, **cost per hour.**
- F2 Senior scientist/engineer/geologist with a Bachelor of Science degree and at least 5 years of experience, **cost per hour.**
- F3 Project scientist/engineer/geologist with Bachelor of Science degree and at least 3 years of experience, **cost per hour.**
- F4 Staff scientist/engineer/geologist with Associate degree or 2 years of post-secondary education and at least 2 years of experience, **cost per hour.**
- F5 Draftsperson, **cost per hour.**
- F6 Superintendent with qualifications for project management. This position is not intended to manage the day-to-day field activities of the project, **cost per hour.**
- F7 Foreman with qualification in job site supervision and job documentation, this position is intended to manage the day-to-day field activities of the project as needed, **cost per hour.**
- F8 Field technician with 40-hour HAZWOPER and PEC training or equivalent, **cost per hour.**
- F9 Laborer/helper with industry standard safety training, **cost per hour.**
- F10 Administrator, **cost per hour.**
- F11 Traffic control personnel with appropriate training or certification, **cost per hour.**
- F12 Overnight per diem allowance, approved in writing by the Requesting Entity **cost per person per day.**

G Equipment (Price Listed Includes Operator and Fuel)

- G1 Heavy equipment transport, semi-tractor w/float or lowboy, **cost per hour of operating time, 2 hour minimum.**
- G2 Excavator/trackhoe, Caterpillar 325 or equivalent, **cost per hour of operating time, 2 hour minimum.**
- G3 Loader (3.5 yard bucket), Caterpillar 938 or equivalent, **cost per hour of operating time, 2 hour minimum.**
- G4 Grader, 185 HP 140H model or equivalent, **cost per hour of operating time, 2 hour minimum.**
- G5 D-6 Caterpillar dozer, 185 HP or equivalent, **cost per hour of operating time, 2 hour minimum.**

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- G6 D-8 Caterpillar dozer, 305 HP or equivalent, **cost per hour of operating time, 2 hour minimum.**
- G7 45HP Tractor with disk or equivalent, **cost per hour.**
- G8 18 yard dump truck or belly dump, **cost per hour, portal to portal.**
- G9 12 yard dump truck, **cost per hour, portal to portal.**
- G10 Light equipment transport, pickup truck w/flatbed trailer, **cost per hour of operating time, 2 hour minimum.**
- G11 Water truck, 80 bbl. with pump or vacuum system, **cost per hour.**
- G12 Water truck 120 bbl. or greater with pump or vacuum system, **cost per hour.**
- G13 Hollow stem auger drilling rig w/ crew, cost per day.
- G14 Air rotary drilling rig w/ crew, cost per day.
- G15 Geoprobe, cost per day.
- G16 Backhoe, cost per hour of operating time.
- G17 Skidsteer, cost per hour of operating time.
- G18 Drum or sheep's foot rolling compactor, cost per hour of operating time.

H Equipment Not Requiring Operator

- H1 Support vehicle – for transporting crews, **cost per day.**
- H2 Job and technical support vehicle, **cost per day.**
- H3 900 CFM air compressor, **cost per operating hour, 2 hour minimum.**
- H4 185 CFM air compressor – **cost per operating hour, 2 hour minimum.**
- H5 Job support trailer as an example includes wheel barrow, shovels, 6' folding ladder, extension cords, dolly, standing work lights, orange cones, orange road stand, vent blower, trash pump with 2" hoses, generator, braided wire come-alongs, rope, trash bags, face shield, clip-on hard hat shield, rotary hammers, band saw, bar, 5 gallon gas can, hack saw, hammers, hedge trimmer, pick axe, brooms, crowbars, bolt cutter, roll torch hoses, acetylene gauges, rain suits, 18" torches, 36" torch, 1" rigging (braided wire), 4 strap rigging, 12" pulley, tie down strap, assorted cutting discs, assorted absorbent pads, ear plugs, caution tape, necessary hand tool, **cost per day.**
- H6 Power washer, **cost per day.**
- H7 6500 watt generator, **cost per operating hour, 2 hour minimum.**
- H8 Organic Volatile Measurement (OVM) (Photoionization Detector (PD) or Flame Ionization Detector (FID), **cost per day.**
- H9 Hand auger, **cost per day.**
- H10 Compactor (jumping jack or vibratory), cost per day.
- H11 Interface probe, cost per day.
- H12 Submersible sampling pump, cost per day
- H13 Survey equipment, cost per day
- H14 Geiger counter, cost per day

I Intentionally Omitted

J Clean and Contaminated Soil Service

- J1 Disposal of contaminated soil from well location by vendor or third party. Disposal must be transported to an OCD approved location, based on vendor or third party's current published price list less discounts provided to vendor. **The vendor's invoice processing and payment % fee is the bid item. Not to exceed 5%.**
- J2 Clean non-waste containing earthen backfill. Soil used must be approved by the OCD, based on vendor or third party's current published price list less discounts provided to vendor. **The vendor's invoice processing and payment % fee is the bid item. Not to exceed 5%.**

J3 Topsoil for reclamation. Soil used must be approved by the OCD based on vendor or third party's current published price list less discounts provided to vendor. **The vendor's invoice processing and payment percentage fee is the bid item. Not to exceed 5%.**

K Third Party Charges

K1 Actual cost of item provided by third party for the procedure and invoiced through vendor, **third party's current published price list less discounts provided to vendor, and vendor's invoice processing and payment fee. Not to exceed 10%.**

L Materials or Services Provided by Vendor but not Within Price Agreement

L1 For any item provided by vendor that is not addressed by price agreement, **vendor's current published price list less specified percentage (%) discount.**

M Laboratory Services

M1 For any item provided by vendor that is not addressed by Price Agreement this includes any appropriate laboratory sampling supplies and services, **vendor's current published price list less specified percentage (%) discount.**

N Performance Bond

N1 Cost of procuring performance bond.

O Intentionally Omitted

P New Mexico Gross Receipts Tax

P1 Gross receipts tax, including all items provided by vendor and third parties.

Q Salvageable Items

Q1 Vendor shall list any items to be salvaged from the project and specify the credit price to be deducted from the overall cost of the project.

***** End of Specifications *****

Items' Submission Instructions:

Submission process only - Contact the help line directly at: (505) 795-1894, (505) 795-1076 or (800) 233-1121 or you can contact the buyer listed on the ITB (this document) front page.

Items are located on our website:

<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfNewMexico>

Online Submissions (Items' Page):

1. Download the Excel spreadsheet from the Buyer Attachments' page;
2. Enter your bid prices into the Excel spreadsheet;
3. Upload the Excel spreadsheet into the website the Supplier Attachments' page.

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Items:

Item	Approx. Qty.	UOM	Article and Description	Unit Price
			WORK OVER RIG LABOR AND EQUIPMENT	
1		Day	Vendor's supervisor/cementer	
2		Mile	Vendor's supervisor's vehicle travel to and from work site	
3		Hour	Crew travel time to and from work site	
4		Mile	Crew vehicle travel to and from work site	
5		Hour	Single derrick rig - double drum unit, crew and equipment	
6		Hour	Standby rate for single rig	
7		Hour	Double derrick rig - double drum unit, crew and equipment	
8		Hour	Standby rate for double derrick rig	
9		Day	Drilling package, mud pump and power swivel or power sub	
10		Hour	Coiled tubing skid (manual spool with poly pipe) with crew	
11		Day	Overnight per diem allowance, per person per day	
			CEMENTING SERVICES	
12		Day	Cementing equipment on location	
13		PSI	Maximum working pump pressure, continuous	
14		Mile	Cement pump truck travel to and from work site	
15		Sack	Class B or ASTM Type II cement, 94# sack	
16		Sack	Class C or ASTM Type III cement, 94# sack	
17		Sack	Class G or H, or ASTM Type V cement, 94# sack	
18		Ton-Mile	Drayage for hauling and handling cement, quantity of ton miles	
			(Tons: Miles:)	
19		Lbs.	Calcium chloride, per pound used	
20		Sack	Salt Gel 50# sack	
			WIRELINER SERVICES, DOWNHOLE EQUIPMENT AND TOOLS	
21		Day	Wireline unit on location for each day used	
22	N/A	Feet	Maximum working depth for the above wireline unit, feet	
23		Mile	Small wireline truck travel to and from work site	
24		Mile	Large wireline truck travel to and from work site	
25		Mile	Wireline operator's pickup travel to and from work site	
26		Event	Perforate 3 or 4 holes in casing	
27		Hole	Additional holes, >4, when perforating, per hole	
28		Event	Perforate 1 to 4 holes in tubing includes depth charge	
29		Foot	Wireline depth charge for various services, per foot	

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
30		Event	CBL base logging charge, per event	
31		Foot	CBL logging depth charge, per foot logged	
32		Event	Collar correlation log base logging charge, per event	
33		Event	Jet cut tubing (1-1/4 to 2-7/8")	
34		Event	Jet cut casing (3-1/2" to 7")	
35		Event	Tubing or casing collar split shot	
36		Event	Tubing back off shot, per event	
37		Each	Wireline set CR, 2.875", includes setting tool rental	
38		Each	Tubing set CR, 2.875", includes setting tool rental	
39		Each	Wireline set CR, 3.5", includes setting tool rental	
40		Each	Tubing set CR, 3.5", includes setting tool rental	
41		Each	Wireline set CR, 4", includes setting tool rental	
42		Each	Tubing set CR, 4", includes setting tool rental	
43		Each	Wireline set CR, 4.5", includes setting tool rental	
44		Each	Tubing set CR, 4.5", includes setting tool rental	
45		Each	Wireline set CR, 5.5", includes setting tool rental	
46		Each	Tubing set CR, 5.5", includes setting tool rental	
47		Each	Wireline set CR, 7", includes setting tool rental	
48		Each	Tubing set CR, 7", includes setting tool rental	
49		Each	Wireline set CR, 7.625", includes setting tool rental	
50		Each	Tubing set CR, 7.625", includes setting tool rental	
51		Each	Wireline set CIBP, 2.875", includes setting tool rental	
52		Each	Tubing set CIBP, 2.875", includes setting tool rental	
53		Each	Wireline set CIBP, 3.5", includes setting tool rental	
54		Each	Tubing set CIBP, 3.5", includes setting tool rental	
55		Each	Wireline set CIBP, 4.5", includes setting tool rental	
56		Each	Tubing set CIBP, 4.5", includes setting tool rental	
57		Each	Wireline set CIBP, 5.5", includes setting tool rental	
58		Each	Tubing set CIBP, 5.5", includes setting tool rental	
59		Each	Wireline set CIBP, 7", includes setting tool rental	
60		Each	Tubing set CIBP, 7", includes setting tool rental	
61		Each	Wireline set CIBP, 7.625", includes setting tool rental	
62		Each	Tubing set CIBP, 7.625", includes setting tool rental	
63		Day	Packer, "full bore" or equivalent unless otherwise required, to work in 2 7/8", 3-1/2", casing; repairing damage to equipment is not included for any items unless specified	
64		Day	Packer, "full bore" or equivalent unless otherwise required, to work in 4", 4-1/2", 5-1/2", casing.	

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
65		Day	Packer, "full bore" or equivalent unless otherwise required, to work in 7", 7-5/8", 8-5/8", 9-5/8" casing.	
			WORKSTRINGS AND MISCELLANEOUS RENTALS	
66		Foot	Workstring, 2.3/8" EUE, suitable, first 5 days, per foot	
67		Foot	Workstring, 2-3/8" EUE, suitable, add day rate per foot	
68		Foot	Workstring, 1.660" Outside Diameter (OD) IJ, suitable, first 5 days, per foot	
69		Foot	Workstring, 1.660" OD IJ, suitable, add day rate per foot	
70		Foot	Tubing replacement cost , 2.375" EUE pipe, per foot	
71		Foot	Tubing replacement cost , 1.660" OD IJ pipe, per foot	
72		Day	BOP ram rental, 1-1/4", 1-1/2", 2-1/16", 3-1/2", 5 days	
73		Day	BOP ram rental, 1-1/4", 1-1/2", 2-1/16", 3-1/2", added day	
74		Well	MYT slip grip elevators for 2-1/16", 2-3/8" or 2-7/8"	
75		Well	LYT slip grip elevators for 1", 1-1/4", 1-1/2", 2-1/16"	
76		Well	BOP companion flange rental, per well	
77		Well	Tubing head for 4-1/2", 5-1/2", or 7" casing, per well	
78		Day	Rod power tongs per day	
79		Well	Rental of bit sub, per well	
80		Day	Blow down tank with steel lines per day	
81		Day	Waste fluid container, minimum 80 bbl. capacity	
82		Day	Certified base beam for rig support, per day	
83		Each	Casing scraper rental, 4.5" or 5.5", per well	
84		Each	Casing scraper rental, 7" and 7.625", bit per well	
85		Each	String mill rental, 4.5" or 5.5", per well	
86		Each	String mill rental, 7" or 7.625", per well	
87		Day	Rental of an offset spool, 7-1/16", 3M (first five days), suitable to perform work proposed, includes bolts, nuts and ring gasket.	
88		Day	Rental of an offset spool, 7-1/16", 3M (beyond 5 days), suitable to perform work proposed, includes bolts, nuts and ring gasket.	
			TRANSPORTATION AND MISC. SERVICES	
89		Hour	Tandem rig up truck with driver	
90		Hour	Helper or swamper with rig up truck	
91		Hour	Single axle two-ton or larger truck with driver	
92		Hour	One-ton pickup truck with driver to haul items, per hour	
93		Day	Tandem axle trailer, to move equipment, per day	
94		Day	Tandem axle trailer, to move pipe with hand rails, per day	

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
95		Hour	Non-vacuum water truck with driver, 50 barrels or more	
96		Hour	Vacuum water truck with driver, 80 barrels or more	
97		Hour	Backhoe services, including operator	
98		Hour	Welder, including equipment and gas monitor	
99		Mile	Welder's truck travel to and from work site	
100		Each	P&A marker per OCD specifications	
101		BBL	Cost to purchase fresh water, suitable for mixing cement and circulating the well, per BBL	
102		BBL	Cost to purchase brine water various providers, suitable for mixing cement and circulating the well, per BBL	
103		Per/Days	Rig mats per/days).	
104		Each	Test the existing rig anchors, if present.	
105		Each	Installation and testing of a new anchor, if required	
			ENVIRONMENTAL PERSONNEL	
106		Hour	Principal, per hour	
107		Hour	Senior scientist, per hour	
108		Hour	Project scientist, per hour	
109		Hour	Staff scientist, per hour	
110		Hour	Draftsperson, per hour	
111		Hour	Superintendent, per hour	
112		Hour	Foreman, per hour	
113		Hour	Field technician, per hour	
114		Hour	Laborer/helper, per hour	
115		Hour	Administrator, per hour	
116		Hour	Traffic control personnel, per hour	
117		Day	Overnight per diem allowance, per person per day	
			OPERATED EQUIPMENT	
118		Hour	Heavy equipment transport, per hour	
119		Hour	Excavator/trackerhoe - Caterpillar 325 or equivalent, per hour	
120		Hour	Loader (3.5-yard bucket) - Caterpillar 938 or equivalent, per hour	
121		Hour	Grader - 140H Model, 185HP or equivalent, per hour	
122		Hour	D-6 Caterpillar dozer - 185HP or equivalent, per hour	
123		Hour	D-8 Caterpillar dozer - 305HP or equivalent, per hour	
124		Hour	45HP tractor with disk or equivalent, per hour	
125		Hour	18 yard dump truck or belly dump, per hour	
126		Hour	12 yard dump truck, per hour	

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
127		Hour	Light equipment transport, per hour	
128		Hour	80 bbl. water truck w/pump or vacuum system, per hour	
129		Hour	Greater than 80 bbl water truck w/pump or vacuum system	
130		Day	Hollow stem auger drilling rig w/ crew, cost per day	
131		Day	Air rotary drilling rig w/ crew, cost per day	
132		Day	Geoprobe w/crew, cost per day	
133		Hour	Backhoe, cost per hour of operating time	
134		Hour	Skidsteer, cost per hour of operating time	
135		Hour	Drum or sheep's foot rolling compactor, cost per hour of operating time	
			EQUIPMENT SERVICES NOT REQUIRING AN OPERATOR	
136		Day	Support vehicle, per day	
137		Day	Job and technical support vehicle, per day	
138		Hour	900 CFM air compressor, per hour operating	
139		Hour	185 CFM air compressor, per hour operating	
140		Day	Job support trailer complete with Tools, per day	
141		Day	Power washer, per day	
142		Hour	6500 watt generator, per operating hour	
143		Day	Organic Vapor Meter (PID/FID), per day	
144		Day	Hand auger, per day	
145		Day	Compactor (jumping jack or vibratory), cost per day	
146		Day	Ground water Interface probe, cost per day	
147		Day	Submersible sampling pump, cost per day	
148		Day	Survey equipment, cost per day	
149		Day	Geiger counter, cost per day	
			CLEAN AND CONTAMINATED SOIL SERVICES	
150		Cubic Yard	Disposal of contaminated soil, price per cubic yard	
151		Cubic Yard	Provide clean soil, price per cubic yard	
152		Cubic Yard	Provide clean topsoil, price per cubic yard	
			MATERIALS OR SERVICES NOT IN PRICE AGREEMENT	
153		%	Vendor provided items not on Price Agreement, discount	

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
			Laboratory Services	
154		%	Laboratory analytical services includes any appropriate laboratory sampling supplies and services, Vendor's current published price list less discount.	
			PERFORMANCE BOND	
155		%	When the estimated cost to accomplish the planned scope of work is greater than \$25,000.00, vendor shall provide a performance bond to OCD and shall charge this percent on the above amount, Project Subtotal Before Bonding.	
			SALVAGE	
156			List any anticipated items to be salvaged from the project	
			Vendor shall comply with the Oil and Gas Act, NMSA 1978, 70-2-38(D): "A vendor employed by the oil conservation division of energy, minerals, and natural resources department to plug a well or restore or remediate a well site or associated production facility is authorized to sell the equipment and material or product that is removed from the well, site or facility and to deduct the proceeds of the sales from the cost of plugging, restoring or remediating." Vendor and OCD will take an onsite inventory of the items to be salvaged to ensure that OCD has a complete list of the items that Vendor intends to salvage prior to removal from the site. Vendor shall credit OCD for the fair market value of the items salvaged from the site less the reasonable cost of removal.	

*** 156 Items Total ***

NOTE TO BIDDERS:

All bids must be made completely independent of all other bids submitted. Where multiple bids are submitted by bidding entities owned by the same person or persons, those bids will be presumed to not be made independently of one another, and may be disqualified.

*It is the Bidders' responsibility to ensure all documents are completely uploaded and submitted electronically via the eProNM system by the deadline set forth in this ITB. The eProNM system will automatically cease uploading data at the date and time of the deadline. Please ensure that you, as the Bidder, **allow adequate time for large uploads and to fully complete your submittal by the deadline.** A submission that is not both: (1) fully complete; and (2) received, via the eProNM system by the deadline, will be deemed late. Further, a submission that is not fully complete and received via the eProNM system by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, **NO LATE BID CAN BE ACCEPTED.***