



# Requisition

<b>Business Unit: 18500</b>		
Req ID:	Date	Page
1850004389	04/19/2017	1
Requisition Name:		
17-447042		
Requester	Currency	
Suzannah Hafford	USD	
Requester Signature		

**Ship To:** Oklahoma Corporation Commission  
Jim Thorpe Bldg. - RM 129  
2101 N. Lincoln Blvd.  
Oklahoma City OK 73105

Line-Schd	Cat CD / Item-Desc	Sole Source	Agcy Req #	Quantity	UOM	Price	Due Date
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1-1	71161500 / 1000023271 SERVICE:Oil and Gas Well Plugging		17-447042	1.0000	JA	100,000.0000	05/04/2017
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Plug 3 Oil/Gas Wells  
Well Names: Nichols #2, #9 & #10  
Legal Desc.: NE/4  
Section 19, Township 09 North, Range 06 East  
Seminole County, Oklahoma  
Order No.: 447042

Emergency: Wells have been abandoned and have not been previously plugged. Potential danger to personal property, etc. - purging wells. Potential environmental pollution.

Vendor: 0000227129 P & P CEMENTING LLC

Attn: Suzannah Hafford

Ln	Location	Amount	GL Unit	Account	Sub-Acct	Fund Type	Class Funding	Department	Bud. Ref
1	OCCBILL	100,000.000	18500	533110		1000	21500	2000002	17

Ln	CFDA	Project	Operating Unit
1			

Vendor Contact:

Phone #: Fax #:  
Email:

Division Contact: Brandon Sims

Phone #: 405-521-2260  
Email: b.sims2@occcemail.com

Purchasing Contact: Suzannah Hafford

Phone #: 405-522-2047  
Email: s.hafford@occcemail.com

Accounts Payable: Kara Spivey

Phone #: 405-521-2225 Fax #: 405-521-6045  
Email: k.spivey@occcemail.com

Contract period for one year with option to renew for additional year under same terms, conditions and original cost of bid if both parties agree.

Immediate cancellation shall be administered when violations are found to be an impediment to the function of the agency and detrimental to its cause, or when conditions preclude the 30 day notice.

The Contractor shall indemnify and hold harmless the State under this contract from any and all assessments, judgments, costs, legal, and other reasonable expenses incidental to any of the foregoing.

See additional terms and conditions.

The State Official signing this requisition affirms any contract resulting from this request shall comply with the following:

Approval Signature	Approval Signature	Approval Signature 
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Line-Schd	Cat CD / Item-Desc	Sole Source	Agcy Req #	Quantity	UOM	Price	Due Date
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- A. No employee of the state agency is able and available to perform the services to be provided pursuant to the contract.
- B. The state agency shall receive, review and accept a detailed work plan from the supplier for performance pursuant to the contract if requested by the State Purchasing Director.
- C. The state agency has developed, and fully intends to implement, a written plan providing for the assignment of specific state agency personnel to:
- 1) Monitoring and auditing supplier performance,
  - 2) The periodic review of interim reports, or other indications of performance, and
  - 3) If requested by the State Purchasing Director, the ultimate utilization of the final product of the nonprofessional or professional services.
- D. The work to be performed under the contract is necessary to the state agency's responsibilities, and there is statutory authority to enter into the contract.
- E. The contract will not establish an employment relationship between the state or the state agency and any persons performing under the contract.
- F. No current state employee will engage in the performance of the contract, unless specifically approved by the State Purchasing Director.
- G. The purchase of the nonprofessional or professional services is justified, and
- H. The contract contains provisions that are required by 74 O.S. Section 85.41.

**NOTE:**

This requisition for services, in accordance with 74 O.S. Section 85.4.E.1, must be signed by the Chief Administrative Officer of the State agency or the Chief Administrative Officer of the requisitioning unit.

17-447042  
21500 20 00002  
533110

SAM

Sales Tax Permit No.

Secretary of State No.

Total Requisition Amount: 100,000.00

<b>Approval Signature</b>	<b>Approval Signature</b>	<b>Approval Signature</b> 
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# WELL PLUGGING TAB SHEET

AGENCY REQ. #: 1850004389

ORDER #: 447042

COUNTY: Seminole

ITN #: 98-43722

CLOSE DATE: 05/04/2017

CAUSE #: 200000078

LEGAL: NE/4

VENDOR

AMOUNT OF BID

FEI#

1. Duck Bros Dozer + Trucking Inc

*TC-4 May 17*  
\$ 105,000.00

2.

\$

3.

\$

4.

\$

5.

\$

6.

\$

7.

\$

8.

\$

9

\$

10.

\$

WELL NAME(S)

# WELLS

ESTIMATED COST

Nichols #2, #9 & #10

3

\$100,000.00

*OK 5-8-17*



**SOLICITATION REQUEST**  
**OKLAHOMA CORPORATION COMMISSION**  
**ROOM 342 JIM THORPE BUILDING**  
**OKLAHOMA CITY, OK 73105**

Date

Bid Printed	Bid No.	Buyer	Phone No.	Email
04/19/17	1850004389	Corporation Commission - Suzannah Hafford	(405) 522-2047	s.hafford@occcemail.com
No Bid Received After (Closing Date)		Agency Req. No.	Vendor's Terms	Vendor's Delivery Date
05/04/2017 2:00 PM		17-447042		

**BIDDER AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS BELOW AND IN REVERSE OF THIS BID**

**NOTICE:** Bidder's information must be entered in space provided above, and the bid must be signed and notarized below.  
Contract to plug the following oil and/or gas well(s):

(# of wells): 3	Name: Nichols #2, #9 & #10
Legal Description: NE/4	
Section: 19	Township: 09 North
Range: 06 East	County: Seminole
Purging:	Wells have been abandoned and have not been previously plugged.
	Potential danger to personal property, etc. - purging wells.
	Potential environmental pollution.

Well(s) to be plugged in accordance with the Oklahoma Corporation Commission:

Cause S.F.# 200000078	ITN: 98-43722
Order #(s): 447042	

**Contract Period: One (1) year from date of award with option to renew at same terms and conditions for additional year.**

**PRICE COMPLETE: \$**

**\*\* NOTE\*\*** Completed Invoice and Plugging report(s) to be sent to the Commission District Office for approval.

**\*\*NOTE\*\*** The Contractor shall indemnify and hold harmless the State under this contract from any and all assessments, judgments, costs, legal, and other reasonable expenses incidental to any of the foregoing.

**\*\*NOTE\*\*** A copy of your Worker's Compensation Insurance must be returned with your bid to be considered. Bid specifications attached.

**\*\*NOTE\*\*** The Oklahoma Constitution prohibits the inclusion of clauses in any State contract which limit the liability of the vendor. Bids containing Limitation of Liability clauses may be rejected as non-responsive.

**\*\*NOTE\*\*** Wells must be plugged within 14 days.

**\*\*NOTE\*\*** See attached additional terms and conditions.

Certification for Competitive Bid and/or Contract  
(See Attached Form)

Authorized Signature	Certified This Date
Printed Name	Title
Subscribed and sworn to before me this _____ day of _____, 20_____.	

My commission expires: \_\_\_\_\_

Notary Public

My Commission Number: \_\_\_\_\_





State of Oklahoma  
Oklahoma Corporation  
Commission

Responding Bidder  
Information

"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.

1. RE: Solicitation # 1850004389

2. Bidder General Information:

FEI / SSN : \_\_\_\_\_ Supplier ID: \_\_\_\_\_

Company Name: \_\_\_\_\_

3. Bidder Contact Information:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

4. Oklahoma Sales Tax Permit<sup>3</sup>:

☐ YES – Permit #: \_\_\_\_\_

☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. Registration with the Oklahoma Secretary of State:

☐ YES - Filing Number: \_\_\_\_\_

☐ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming ([www.sos.ok.gov](http://www.sos.ok.gov) or 405-521-3911).

6. Workers' Compensation Insurance Coverage:

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

☐ YES – Include a certificate of insurance with the bid

☐ NO - Attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)<sup>4</sup>

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

<sup>3</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

<sup>4</sup> For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



**NOTE:** A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: Oklahoma Corporation CommissionAgency Number: 185Solicitation or Purchase Order #: 1850004389

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:****A. For purposes of competitive bid,**

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
  - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

**B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.**

**SECTION II [74 O.S. § 85.42]:**

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☒ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

\_\_\_\_\_  
Supplier Authorized Signature\_\_\_\_\_  
Certified This Date\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Title\_\_\_\_\_  
Phone Number\_\_\_\_\_  
Email\_\_\_\_\_  
Fax Number



## **A. GENERAL PROVISIONS**

### **A.1. Definitions**

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.6. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

### **A.2. Bid Submission**

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the procuring agency in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

### **A.3. Solicitation Amendments**

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The procuring agency must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the procuring agency.
- A.3.3. It is the bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.



#### **A.4. Bid Change**

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the procuring agency with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

#### **A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

By submitting a response to this solicitation:

A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and

A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.

A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

#### **A.6. Bid Opening**

Sealed bids shall be opened by the Oklahoma Corporation Commission located at 2101 N. Lincoln Blvd, Jim Thorpe Building Rm 342 at the time and date specified in the solicitation as the Response Due Date and Time.

#### **A.7. Open Bid / Open Record**

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

#### **A.8. Late Bids**

Bids received by the procuring agency after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

#### **A.9. Legal Contract**

A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.



A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:

- A.9.2.1. Any Addendum to the Contract;
- A.9.2.2. Purchase order, as amended by Change Order (if applicable);
- A.9.2.3. Solicitation, as amended (if applicable); and
- A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

#### **A.10. Pricing**

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

#### **A.11. Manufacturers' Name and Approved Equivalents**

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

#### **A.12. Clarification of Solicitation**

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

#### **A.13. Negotiations**

A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.

A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

A.13.3. Negotiations may be conducted in person, in writing, or by telephone.

A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit



supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

#### **A.14. Rejection of Bid**

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

#### **A.15. Award of Contract**

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

#### **A.16. Contract Modification**

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the supplier.
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

#### **A.17. Delivery, Inspection and Acceptance**

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

#### **A.18. Invoicing and Payment**

- A.18.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.2. Payment terms will net 45.
- A.18.3. Additional terms which provide discounts for earlier payment will be evaluated when making an award. Additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a valid invoice. An invoice is considered valid if sent to the proper recipient and goods or services have been received.

#### **A.19. Tax Exemption**



State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

#### **A.20. Audit and Records Clause**

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

#### **A.21. Non-Appropriation Clause**

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

#### **A.22. Choice of Law**

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

#### **A.23. Choice of Venue**

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

#### **A.24. Termination for Cause**

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

#### **A.25. Termination for Convenience**

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

#### **A.26. Insurance**

The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely

renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the procuring agency with evidence of such insurance and renewals.

**A.27. Employment Relationship**

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

**A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

**A.29. Compliance with Applicable Laws**

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

**A.30. Special Provisions**

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.



SPECIFICATIONS FOR BID TO PLUG WELL  
STATE FUNDS PLUGGING

LAST KNOWN OPERATOR:

NUMBER OF WELLS:

WELL NAME AND NUMBER:

LOCATION: 1 NW, NW, NE / Sec. 19 T. 9N R. 4E COUNTY Seminole  
 COND. CSNG. "a" TOC@ \_\_\_\_\_ T.D.@ 4266'  
 SURF. CSNG. 15 1/2 "a" 31' TOC@ \_\_\_\_\_ PERFS.@ \_\_\_\_\_  
 INTERM. CSNG. 8 1/4 "a" 3868' TOC@ \_\_\_\_\_ PERFS.@ \_\_\_\_\_  
 LONG STRING. 6 5/8 "a" 4118 TOC@ \_\_\_\_\_ PERFS.@ OPEN HOLE  
 LINER. \_\_\_\_\_ "a" TO \_\_\_\_\_ TOC@ \_\_\_\_\_ BTW.@ \_\_\_\_\_

ALL BIDDERS ARE ON NOTICE THAT THE FOLLOWING SPECIFICATIONS FOR PLUGGING ARE BASED ON THE INFORMATION CONTAINED ON FORM 1002A OR, IN THE CASE OF UNKNOWN WELLS, THE GENERAL INFORMATION OF THE AREA. THEREFORE, ALL BIDDERS SHOULD MAKE THEIR BIDS WITH THE UNDERSTANDING THAT THE STATE OF OKLAHOMA, THE OKLAHOMA CORPORATION COMMISSION, AND/OR THE EMPLOYEES OF THE OKLAHOMA CORPORATION COMMISSION MAKE NO GUARANTEES AS TO THE CONDITIONS OF THE WELL, WELL BORE, OR DOWN HOLE CONDITIONS. BIDDERS MUST UNDERSTAND THAT THE CORPORATION COMMISSION EXPECTS THE WELL TO BE SUCCESSFULLY PLUGGED AND WILL NOT PAY FOR WELL PLUGGINGS THAT ARE NOT SUCCESSFUL. THIS MEANS THAT THE SUCCESSFUL BIDDER MAY IN FACT HAVE TO DO MORE TO SUCCESSFULLY PLUG A WELL THAN THE MINIMUM PROCEDURE SET OUT BELOW. THE SUCCESSFUL BID IS FINAL AND THE WELL IS TO BE PLUGGED FOR THE AMOUNT OF THE BID. NO ADDITIONAL FUNDS SHALL BE GRANTED.

IF NO CASING IS IN THE WELL, ONE JOINT MUST BE SET AS A MARKER.

MINIMUM PLUGGING PROCEDURE:

1. Run Tubing to Bottom
2. SET Bottom Plug From 4266' TO 4066'
3. TAG CEMENT
4. Fill Hole with G.O. + MUD
5. Shoot 6 5/8 CASING OFF AT FREE POINT AND Pull CASING
6. Shoot 8 1/4 CASING OFF AT FREE POINT AND Pull CASING
7. Run Tubing Back to 900' AND CEMENT BACK TO SURFACE
8. CUT OFF 3' BELOW GROUND LEVEL
9. CAP AND IDENTIFY

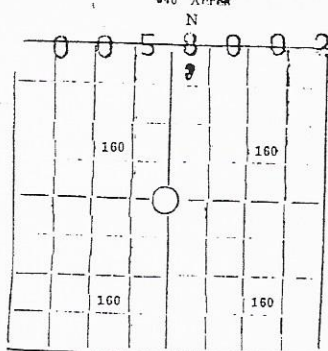
ESTIMATED COST TO PLUG THE WELL: \$                     

NOTE: SITE INSPECTION REQUIRED

A COPY OF YOUR WORKER'S COMPENSATION AND GENERAL LIABILITY INSURANCE COVERAGE MUST BE RETURNED WITH YOUR BID FOR YOUR BID TO BE CONSIDERED.



WELL RECORD



### Locate Well Correctly

Mail to Corporation Commission, Oklahoma City, Oklahoma

COUNTY Seminole, SEC. 19, TWP. 9, RGE. 6

COMPANY OPERATING Sinclair Prairie Oil Company

OFFICE ADDRESS \_\_\_\_\_ Box 521 Tulsa, Okla.

FARM NAME S. H. Nichols SHEET NO. 2

opening ~~Drilling~~ STARTED 6-27-34 10 Deepening WELL NO. 2

WELL LOCATED

WELL LOCATED \_\_\_\_\_  $\frac{1}{4}$  \_\_\_\_\_  $\frac{1}{4}$  \_\_\_\_\_  $\frac{1}{4}$  \_\_\_\_\_ ft. North of  
South Line \_\_\_\_\_

South Line and \_\_\_\_\_ ft. East of West Line of Quarter Section.

ELEVATION (Relative to sea level) DERRICK FLOOR \_\_\_\_\_ GROUND \_\_\_\_\_

CHARACTER OF WELL (oil, gas or dry hole) \_\_\_\_\_

OIL OR GAS SANDS OR ZONES					
Name		From	To	Name	
1	Willcox	4228	4266	4	
2				5	
3				6	

WATER SANDS			
Name	From	To	Water Level
1			
2			
3			

[illegible]

Liner Record: Amount ☒ Kind ☒ Top ☒ Bottom ☒

[illegible]

NOTE: What method was used to protect sands when outer strings were pulled? .....

NOTE: Were bottom hole plugs used?..... If so, state kind, depth set and results obtained .....

## TOOLS USED

Rotary tools were used from.....feet to.....feet, and from .....feet to.....feet.

Cable tools were used from 4228 feet to 4266 feet, and from \_\_\_\_\_ feet to \_\_\_\_\_ feet.

Type Rig Standard \_\_\_\_\_ feet to \_\_\_\_\_ feet, and from \_\_\_\_\_ feet to \_\_\_\_\_ feet.

## 90 bbls. in 14 hrs. PRODUCTION DATA

Production first 24 hours.....bbls. Gravity..... Emulsion.....per cent. Water.....

Production second 24 hours.....bbls. Gravity..... Emulsion.....per cent. Water.....per cent.

If gas well, cubic per 24 hours.....Rock Pressure lbs. per square inch.....

I, the undersigned, being first duly sworn upon oath, state that this well record is true, correct and complete according to the records of this office and to the best of my knowledge and belief.

Subscribed and sworn to before me this the 8th day of August 1934

My Commission expires Feb. 7th 1937

For State of Oklahoma. Notary Public.

[illegible][illegible]

Formation		Formations drilled through and contents of sands, whether dry, water, oil or gas	
Top	Bottom	Top	Bottom
Wilcox Sand	4228	4266	



Square Units:

640 acres  
160 acres  
40 acres  
10 acres

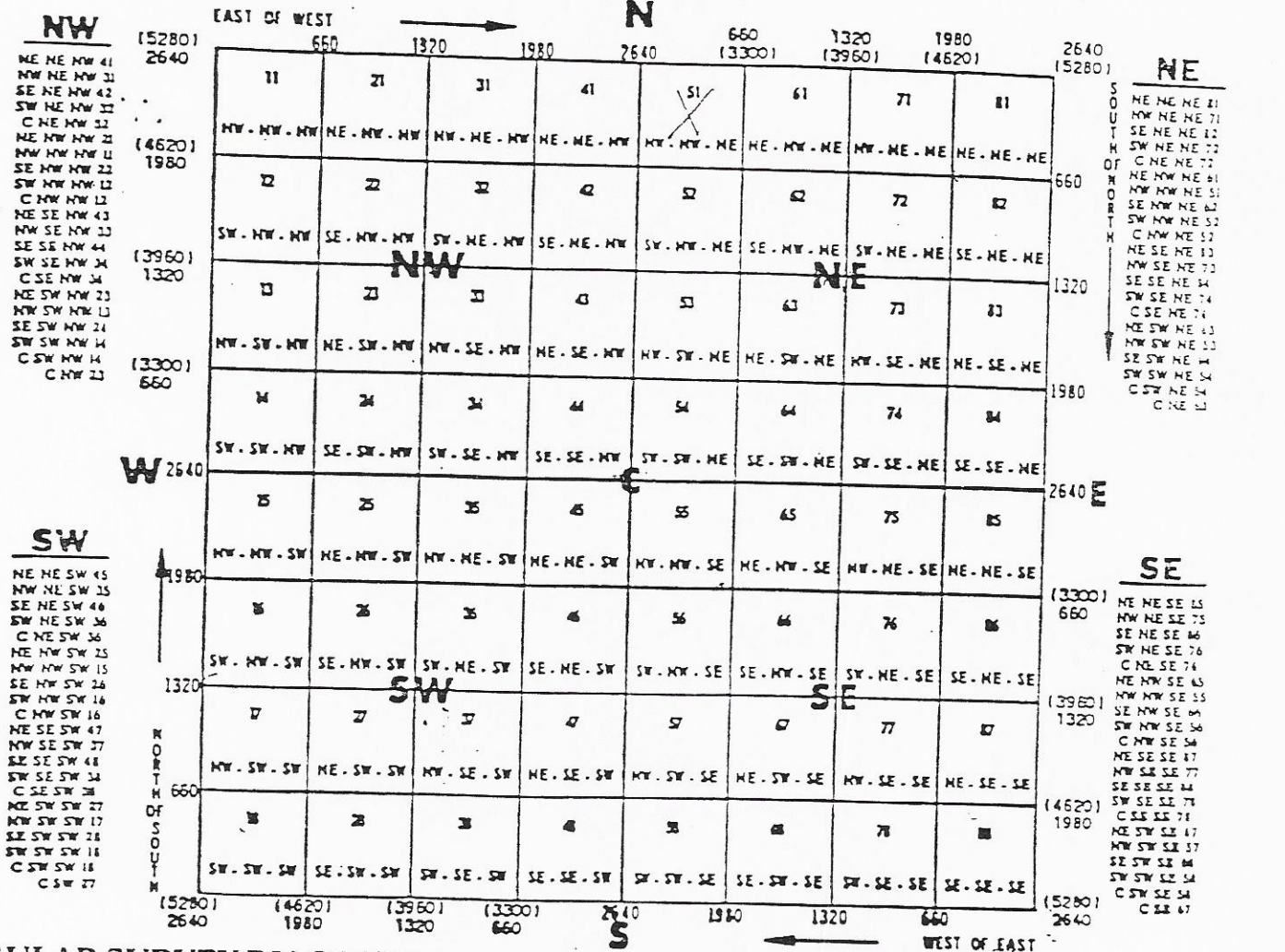
Rectangular Units:

320 acres  
80 acres  
20 acres

The well can be located no closer to  
the unit boundaries than this number:

1,320 feet  
660 feet  
330 feet  
165 feet

COMPLAINT # 98-45-22  
OPERATOR GN Petroleum Co.  
LEASE NAME Richard #1  
LEGAL NW 1/4 SE 1/4 T4S R4E  
COUNTY Seminole



## RECTANGULAR SURVEY DIAGRAMS

36 CHAINS 144 ACRES		36 CHAINS 144 ACRES		36 CHAINS 144 ACRES	
NW 1/4 36 ACRES		W 1/4 NE 1/4 36 ACRES		E 1/4 NE 1/4 36 ACRES	
36 FT.	36 CHAINS	36 FT.	36 CHAINS	36 FT.	36 CHAINS
NW 1/4 SW 1/4 36 ACRES	NE 1/4 SW 1/4 36 ACRES	SW 1/4 SW 1/4 36 ACRES	SE 1/4 SW 1/4 36 ACRES	SW 1/4 SE 1/4 36 ACRES	SE 1/4 SE 1/4 36 ACRES
SW 1/4 SW 1/4 36 ACRES	SE 1/4 SW 1/4 36 ACRES	SW 1/4 SE 1/4 36 ACRES	SE 1/4 SE 1/4 36 ACRES	SW 1/4 SE 1/4 36 ACRES	SE 1/4 SE 1/4 36 ACRES
36 CHAINS	36 CHAINS	36 CHAINS	36 CHAINS	36 CHAINS	36 CHAINS

1,320 FEET - 1 MILE  
660 FEET - 1 SQUARE MILE  
330 FEET - 1 ROD  
165 FEET - 1/2 ROD  
1 ACRE - 43,560 SQ. FEET  
36 SQ. MILES - 1 TOWNSHIP  
(36 SQUARE MILES)  
1 RECTANGLE - 36 ACRES  
1 KILOMETER - 1/2 OF A MILE  
6 RODS - 1 CHAIN  
36 SQ. CHAINS - 1 ACRE  
CHAINS SQ. RODS

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Fig. 2. In locating your property, township numbers are vertical, range numbers are horizontal.

Using the above diagrams, you can easily find the following description:  
S 1/2 NE 1/4 SE 1/4 of Section 9 - T4S - R4E Johnston County, Oklahoma  
Look for the check marks in Figure 2 to find the Township, in Figure 3 find the Section, and in Figure 1 to find the 20 acres specified.

36	31	26	21	16	11	6	1
1	6	11	16	21	26	31	36
2	7	12	17	22	27	32	37
3	8	13	18	23	28	33	38
4	9	14	19	24	29	34	39
5	10	15	20	25	30	35	40
6	11	16	21	26	31	36	41
7	12	17	22	27	32	37	42
8	13	18	23	28	33	38	43
9	14	19	24	29	34	39	44
10	15	20	25	30	35	40	45

Fig. 3. The way a township is divided into sections is shown in the diagram above.



**SPECIFICATIONS FOR BID TO PLUG WELL  
STATE FUNDS PLUGGING**

LAST KNOWN OPERATOR: GM Petroleum, Inc.NUMBER OF WELLS: 1 OF 3WELL NAME AND NUMBER: Nichols #9LOCATION: 1 SW 1 NW 1 NE 1 Sec. 19 T. 9N R. 6E COUNTY SEMINOLE

COND.	CSNG.	"@	TOC@	T.D.@	<u>4351'</u>
SURF.	CSNG.	<u>10 3/4</u> "@	<u>100'</u>	TOC@	
INTERM.	CSNG.	"@	TOC@	PERFS.@	
LONG STRING.	<u>7</u> "@	<u>4350'</u>	TOC@	PERFS.@	
LINER.	@	TO	TOC@	PERFS.@	<u>4216-22; 4308-14</u>
				BTW.@	

ALL BIDDERS ARE ON NOTICE THAT THE FOLLOWING SPECIFICATIONS FOR PLUGGING ARE BASED ON THE INFORMATION CONTAINED ON FORM 1002A OR, IN THE CASE OF UNKNOWN WELLS, THE GENERAL INFORMATION OF THE AREA. THEREFORE, ALL BIDDERS SHOULD MAKE THEIR BIDS WITH THE UNDERSTANDING THAT THE STATE OF OKLAHOMA, THE OKLAHOMA CORPORATION COMMISSION, AND/OR THE EMPLOYEES OF THE OKLAHOMA CORPORATION COMMISSION MAKE NO GUARANTEES AS TO THE CONDITIONS OF THE WELL, WELL BORE, OR DOWN HOLE CONDITIONS. BIDDERS MUST UNDERSTAND THAT THE CORPORATION COMMISSION EXPECTS THE WELL TO BE SUCCESSFULLY PLUGGED AND WILL NOT PAY FOR WELL PLUGGINGS THAT ARE NOT SUCCESSFUL. THIS MEANS THAT THE SUCCESSFUL BIDDER MAY IN FACT HAVE TO DO MORE TO SUCCESSFULLY PLUG A WELL THAN THE MINIMUM PROCEDURE SET OUT BELOW. THE SUCCESSFUL BID IS FINAL AND THE WELL IS TO BE PLUGGED FOR THE AMOUNT OF THE BID. NO ADDITIONAL FUNDS SHALL BE GRANTED.

IF NO CASING IS IN THE WELL, ONE JOINT MUST BE SET AS A MARKER.

**MINIMUM PLUGGING PROCEDURE:**

1. RUN TUBING TO BOTTOM
2. SET BOTTOM CEMENT PLUG FROM 4351' TO 4151'
3. TAG CEMENT
4. FILL HOLE WITH 9.0# + MUD
5. SHOOT 7" CASING OFF AT FREE POINT AND PULL CASING
6. RUN TUBING BACK TO 900' AND CEMENT BACK TO SURFACE
7. CUT OFF PIPE 3' BELOW GROUND LEVEL
8. CAP + IDENTIFY

ESTIMATED COST TO PLUG THE WELL: \$ \_\_\_\_\_

NOTE: SITE INSPECTION REQUIRED

A COPY OF YOUR WORKER'S COMPENSATION AND GENERAL LIABILITY INSURANCE COVERAGE MUST BE RETURNED WITH YOUR BID FOR YOUR BID TO BE CONSIDERED.



The well can be located no closer to the unit boundary than this number:

1,320 feet  
660 feet  
330 feet  
165 feet

OPERATOR GM PETROLEUM, INC.

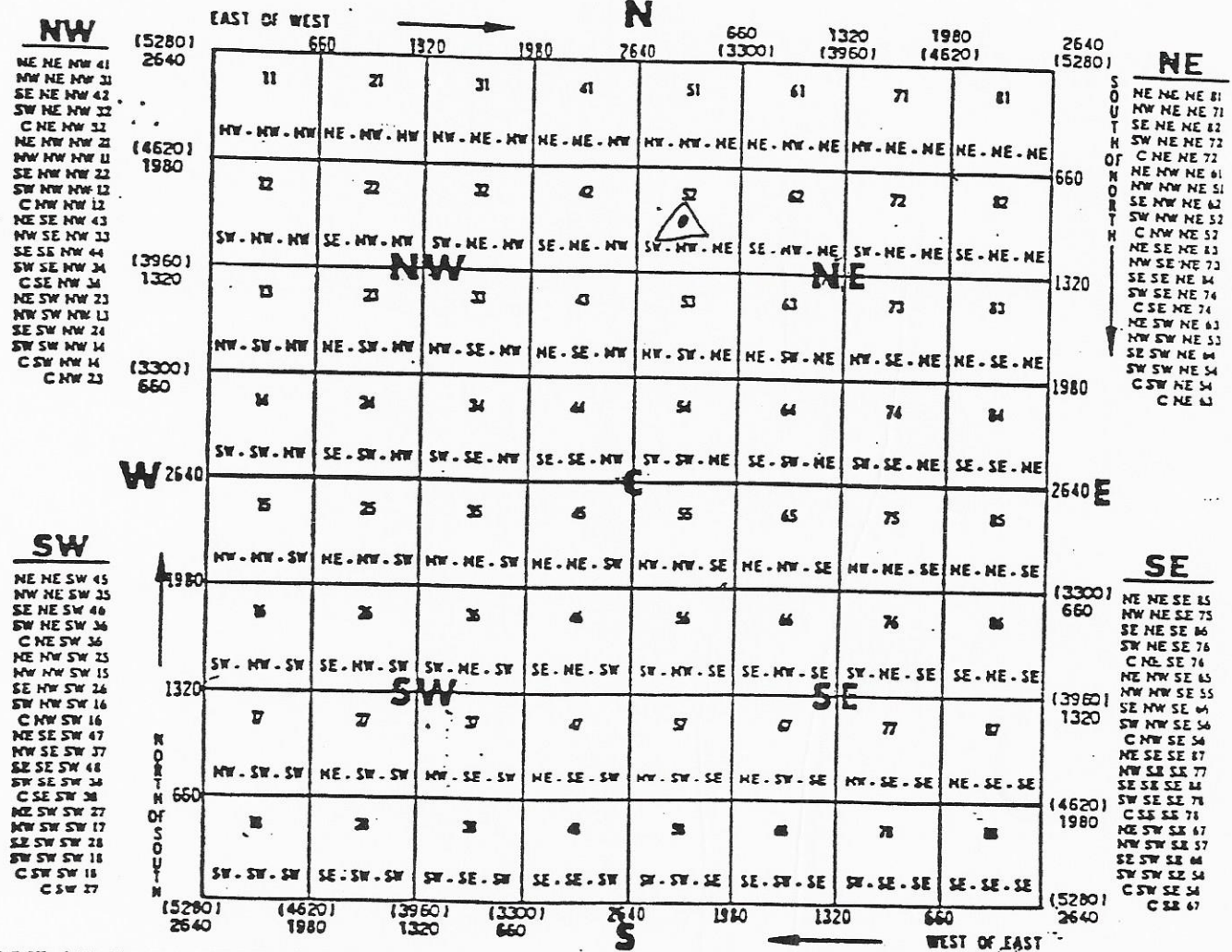
LEASE NAME Nichols #9

LEGAL SW NW NE SE. 19-94-6E

COUNTY SEMINOLE

320 acres  
80 acres  
20 acres

660 feet  
330 feet  
165 feet



<p>40 CHAINS 1400 BORDS 2400 FEET</p>		<p>20 CHAINS</p>	<p>20 BORDS</p>
<p>NW 1/4 1400 ACRES</p>		<p>W 1/4 ME 1/4 20 ACRES</p>	<p>E 1/4 ME 1/4 20 ACRES</p>
<p>1200 FT. NW 1/4 SW 1/4 20 ACRES</p>	<p>20 CHAINS ME 1/4 SW 1/4 20 ACRES</p>	<p>400 FT. W 1/4 NW 1/4 SE 1/4 20 ACS</p>	<p>400 FT. E 1/4 NW 1/4 SE 1/4 20 ACS</p>
<p>SW 1/4 SW 1/4 20 ACRES</p>	<p>SE 1/4 SW 1/4 20 ACRES</p>	<p>1200 FT. W 1/4 NW 1/4 SE 1/4 20 ACRES</p>	<p>1200 FT. NE 1/4 NW 1/4 SE 1/4 20 ACRES</p>
<p>400 YARDS 20 BORDS</p>		<p>400 FT. W 1/4 NW 1/4 SE 1/4 20 ACS</p>	<p>400 FT. E 1/4 NW 1/4 SE 1/4 20 ACS</p>

1,609 FEET - 1 MILE  
 484 ACRES - 1 SQUARE MILE  
 36-1/4 FEET - 1 ROD  
 1 ACRE - 43,560 SQ. FEET  
 36 SQ. MILES - 1 TOWNSHIP  
 (36 MILES SQUARE)  
 1 HECTARE - 2-1/4 ACRES  
 1 KILOMETER - 5/8 OF A MILE  
 6 RODS - 1 CHAIN  
 36 SQ. CHAINS - 1 ACRE  
 625 SQ. RODS

[illegible]

Fig. 2. In locating your property, township numbers are verticle, range numbers are horizontal

Using the above diagrams, you can easily find the following description: S 1/2 NE 1/4 SE 1/4 of Section 9, T4S - R4E Johnston County, Okla. Look for the check marks in Figure 2 to find the Township, in Figure 3 to find the Range and in Figure 1 to find the 20 acres specified.


36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6
12	7	8		10	11	12	7
13	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6

Fig. 3. The way a township is divided into sections is shown in U shaded sections.



Subscribed and sworn to before me this..... day of March, 1970  
My Commission expires 11-3-70  
Lester L. Anderson  
Notary Public



**SPECIFICATIONS FOR BID TO PLUG WELL  
STATE FUNDS PLUGGING**

LAST KNOWN OPERATOR: GM PETROLEUM, INC.

NUMBER OF WELLS: 1 OF 3

WELL NAME AND NUMBER: Nichols #10 AKA #4

LOCATION: 1 SE 1 NW 1 NE 1 Sec. 19 T. 9N R. 6E COUNTY SEMINOLE

COND. CSNG.	"e	TOC@	T.D.@	4318'
SURF. CSNG.	10 3/4" e	95	TOC@	PERFS.@
INTERM. CSNG.	"e	TOC@	PERFS.@	
LONG STRING.	7" e	4316	TOC@	PERFS.@ 4273 4280
LINER.	"e	TO	TOC@	BTW.@

ALL BIDDERS ARE ON NOTICE THAT THE FOLLOWING SPECIFICATIONS FOR PLUGGING ARE BASED ON THE INFORMATION CONTAINED ON FORM 1002A OR, IN THE CASE OF UNKNOWN WELLS, THE GENERAL INFORMATION OF THE AREA. THEREFORE, ALL BIDDERS SHOULD MAKE THEIR BIDS WITH THE UNDERSTANDING THAT THE STATE OF OKLAHOMA, THE OKLAHOMA CORPORATION COMMISSION, AND/OR THE EMPLOYEES OF THE OKLAHOMA CORPORATION COMMISSION MAKE NO GUARANTEES AS TO THE CONDITIONS OF THE WELL, WELL BORE, OR DOWN HOLE CONDITIONS. BIDDERS MUST UNDERSTAND THAT THE CORPORATION COMMISSION EXPECTS THE WELL TO BE SUCCESSFULLY PLUGGED AND WILL NOT PAY FOR WELL PLUGGINGS THAT ARE NOT SUCCESSFUL. THIS MEANS THAT THE SUCCESSFUL BIDDER MAY IN FACT HAVE TO DO MORE TO SUCCESSFULLY PLUG A WELL THAN THE MINIMUM PROCEDURE SET OUT BELOW. THE SUCCESSFUL BID IS FINAL AND THE WELL IS TO BE PLUGGED FOR THE AMOUNT OF THE BID. NO ADDITIONAL FUNDS SHALL BE GRANTED.

IF NO CASING IS IN THE WELL, ONE JOINT MUST BE SET AS A MARKER.

MINIMUM PLUGGING PROCEDURE:

1. Run Tubing to Bottom
2. SET BOT PLUG FROM 4216' TO 4016'
3. TAG CEMENT
4. Fill Hole with 9.0+ MUD
5. Shoot 7" CASING OFF AT FREE POINT AND Pull CASING
6. Run Tubing Back to 900' AND CEMENT BACK TO SURFACE
7. ~~Run~~ Cut off 3' Below GROUND LEVEL
8. CAP AND IDENTIFY

ESTIMATED COST TO PLUG THE WELL: \$ \_\_\_\_\_

NOTE: SITE INSPECTION REQUIRED

A COPY OF YOUR WORKER'S COMPENSATION AND GENERAL LIABILITY INSURANCE COVERAGE MUST BE RETURNED WITH YOUR BID FOR YOUR BID TO BE CONSIDERED.