

Pittsburg County, Oklahoma
COUNTY PURCHASING OFFICE
 Pittsburg County Court House
 McAlester, Oklahoma
 Phone: (918) 423-4934

INVITATION TO BID

PLEASE REVIEW TERMS AND CONDITIONS ON REVERSE
 SIDE RELATING TO SUBMISSION OF THIS BID.

Notarized Affidavit completions and signature required on reverse side.

DATE ISSUED	3-Jul-23
PAGE 1 OF	

BID NUMBER BID # 1	BID CLOSING DATE AND HOUR July 14th, 2023 @ 4:00 PM	REQUIRED DELIVERY DATE <small>Days after award of Purchase Order</small>
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TERMS:	DATE OF DELIVERY:
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Item	Quantity	Unit of issue	DESCRIPTION	Unit Price	Total
			<p>Pittsburg County wishes to advertise for the following:</p> <p>Oil & Gas Lease</p> <p>SEE SPECIFICATIONS ATTACHED</p> <p><u>IF BID IS NOT RETURNED IN THE ENCLOSED ENVELOPE OR IS PLACED IN A FEDEX, UPS OR USPS SHIPPING ENVELOPE, PLEASE MARK ON THE OUTSIDE OF THE ENVELOPE "SEALED BID" & BID NUMBER</u></p>		

TERMS AND CONDITIONS

1. Sealed bids will be opened in the Commissioner's Conference Room, Pittsburg County Courthouse, McAlester, Oklahoma, at the time and date shown on the invitation to bid form.
2. Late bids will not be considered. Bids must be received in sealed envelopes (one to an envelope) with bid number and closing date written on the outside of the envelope.
3. Unit prices will be guaranteed correct by the bidder.
4. Firm prices will be F.O.B. destination.
5. Purchases by Pittsburg County, Oklahoma, are not subject to state or federal taxes.
6. This bid is submitted as a legal offer and any bid when accepted by the County constitutes a firm contract.
7. Oklahoma laws require each bidder submitting a bid to a county for goods or services to furnish a notarized sworn statement of non-collusion. A form is supplied below.
8. Bids will be firm until delivered.

(DATE)

6.1291E+19

AFFIDAVIT: I, the undersigned, of lawful age, being first duly sworn on oath say that he (she) is the agent authorized by the bidder to submit the above bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity; quality or price in the prospective contract or any other terms of said prospective contract; or 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; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Subscribed and sworn before this _____ day
of _____ 20_____ (seal)

Firm: _____

My commission expires _____ Signed by: _____ Title: _____

(MANUAL SIGNATURE OF UNDERSIGNED)

Address: _____ Phone: _____

NOTARY PUBLIC (CLERK OR JUDGE)

City: _____ State _____

Zip _____

NOTE: Other terms and conditions can be added at the discretion of the county officers.

RESOLUTION

24-001

To Advertise

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, July 3, 2023.

WHEREAS, the Pittsburg County wishes to advertise for the following:

Oil & Gas Lease

A strip of land fifty (50) feet wide across the S/SE of Section 28; center line of which is described as follow: Beginning at a point 367 feet north of the southeast corner of Section 28, thence north 46° 00' west a distance of 62.5 feet, thence on a 5 degree curve to the left a distance 686 feet, thence north 80 degree 18' west a distance of 1163 feet, thence on a 10 degree curve to the right a distance of 145 feet, thence north 65 degree 48' west a distance of 580 feet to a point 210 feet east of the northwest corner of the S/SE of Section 28, containing 3.02 acres m/l. containing 3.02 acres, more or less.

And

A strip of land 50 feet wide the center line being as follows: Beginning at a point 32 feet south of the southeast corner of the North Half of the southwest quarter, thence west a distance of 364.8 feet; thence along a 10 degree curve to the right a distance of 129.7 feet; thence north 77 degrees two minutes west a distance of 639.8 feet; thence along a 10 degree 2 minutes west a distance of 276.2 feet; thence along a 10 degree curve to the left a distance of 360 feet; thence north 85 degree 2 minutes west a distance of 184.5 feet; thence along 10 degree curve to the right a distance of 850 feet to a point 104 feet south of the northwest corner of the N/SW, containing 3.58 acres m/l. and a triangular shaped tract of land beginning a point 255 feet south of the NW/c of the N/SW thence south a distance of 300 feet; thence north 85 degree east a distance of 150 feet; thence north 43 degree west a distance of 300 feet to point of beginning containing 0.51 acres m/l. containing 4.09 acres, more or less.

A bid package containing complete specifications and an "Invitation to Bid" are available at the Pittsburg County Clerk's Office, 115 E. Carl Albert Pkwy, Room 103, McAlester, Oklahoma 74501 or online at pittsburg.okcounties.org.

THEREFORE, each competitive bid submitted to the County must be accompanied with an affidavit for filing with the competitive bid form, as required by Title 19 O.S. § 1505(B)(2).

Sealed bids will be received and filed with the Pittsburg County Clerk until Friday, July 14, 2023 at 4:00 p.m. All bids received after 4:00 p.m. on Friday, July 14, 2023 WILL NOT BE OPENED. Bids will be opened on Monday, July 17, 2023 at 10:00 a.m. in the Board of County Commissioners Conference Room, 115 E. Carl Albert Pkwy, McAlester, Oklahoma. The Board of County Commissioners, Pittsburg County, reserves the right to reject any and all bids and re-advertise.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



CHAIRMAN

[Signature]

VICE CHAIRMAN

[Signature]

MEMBER

[Signature]

COUNTY CLERK

[Signature]

SPECIFICATIONS

OIL AND GAS LEASE (PAID-UP) AGREEMENT, Made and entered into this (DATE), by and between Pittsburg County of 115 East Carl Albert Parkway #1A, McAlester Oklahoma 74501, party of the first part, hereinafter called lessor (whether one or more), and (AWARDED BIDDER), party of the second part, hereinafter called lessee. WITNESSETH: That Lessor, in consideration for the sum of (AWARDED SUM) Dollars, receipt of which is hereby acknowledged, other valuable considerations, and the mutual covenants and agreements contained herein, does hereby grant, bargain, lease and let unto the Lessee, the lands described hereinafter, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and for the purpose of drilling, mining and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and constructing roads, including rights-of-ways for laying pipe lines, building tanks, storing oil, telephone lines and other structures thereon necessary or convenient for the economical operation of said land, to produce, save, take care of and manufacture all of such substances, and the right to enter upon said lands for such purposes along with the right to re-enter and use any abandoned well(s) on the property, without any additional payments, together with the right of ingress and egress to and from said land including any reversionary rights therein, and covering any accretion and/or riparian rights, being situated in the County of PITTSBURG, State of OKLAHOMA, described as follows, to wit: For description, see Exhibit 'A' attached hereto and made a part hereof of Section 28, Township 07N, Range 14E, and containing 7.11 acres, more or less. It is agreed that this lease shall remain in force for a term of three (3) years from date (herein call primary term) and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee. In consideration of the premises the said Lessee covenants and agrees: 1st. To deliver to the credit of Lessor in the pipeline to which it may connect its well, the 3/16ths part of all oil (including but not limited to condensate and distillate) produced and saved from said land; Lessee may from time to time purchase any royalty oil in its possession and pay Lessor the price received by Lessee for such oil. 2nd. Lessee covenants and agrees to pay Lessor the equal 3/16ths of the proceeds received from each well for the sale of gas, gas condensate, gas distillate, casinghead gas and all other gases thereof at the mouth of said well, less a proportionate part of all taxes, said payments to be made monthly. Lessee may use its own pipelines and/or equipment to provide such gathering, transportation, treating, processing, compression and metering services, or it may engage others to provide such services. Whether lessee uses its own pipelines and/or equipment or uses a third party's pipelines and/or equipment, Lessor's royalty share shall be reduced proportionately by the cost of compression, dehydration, treating and processing, pipe line charges, gathering costs, marketing fees or costs and/or transportation charges incurred in the marketing of such gas. During any period (whether before or after expiration of the primary term hereof) when gas is not being sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, Lessee shall pay or tender a royalty of One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made, on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in and thereafter on the anniversary date of this lease during the period such well is shut in, to the royalty owners. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire lease. If the Lessee shall commence to drill a well; commence reworking operations on an existing well; commence to drill a well on acreage pooled therewith; commence operations at a location off the above described lands and the acreage pooled therewith, but where the well nonetheless is intended to penetrate the above described lands or lands pooled therewith within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion or complete reworking operations with reasonable diligence and dispatch, and if oil and gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years referenced herein. Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 160 acres, or for the production primarily of gas with or without distillate more than 640 acres; provided that if any governmental regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the county in which the leased premises are located. Operations upon and production from the unit shall be treated as if such operations were upon or such production were

from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut-in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis bears to the total acreage of the unit. If said Lessor owns a less interest in the above-described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid to the Lessor only in the proportion which his interest bears to the whole and undivided fee. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of Lessor. When requested by the Lessor, Lessee shall bury his pipelines below plow depth. No well shall be drilled nearer than 200 feet to the house or the barn now on said premises, without the written consent of the Lessor. Lessee shall pay for all damages caused by its operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns. Lessor agrees that the exploration rights granted herein are exclusive and shall be neither reserved by Lessor nor granted to any other party during the term of this lease. However, no change or divisions in ownership of the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or a true copy thereof. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and Regulations, and this lease shall not be terminated, in whole or part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or such failure is the result of any such Law, Order, Rule or Regulation. This lease shall be effective as to each Lessor on execution hereof as to his or her interest and shall be binding on those signing, notwithstanding some of the Lessors above named may not join in the execution hereof. The word "Lessor" as used in this lease means the party or parties who execute this lease as Lessor, although not named above. Lessee shall have the preferential right of first refusal to acquire an oil and gas lease covering Lessor's present interest in the above-described lands, exercisable during the primary term of this lease and for a period of 180 days following the expiration of the primary term of this lease. Lessor shall promptly give written notice to Lessee with full information concerning the proposed oil and gas lease, which shall include the name and address of the proposed Lessee (who must be ready, willing and able to lease), the bonus consideration, and all other terms of the offer. Lessee shall then have an optional prior right, for a period of 15 days after receipt of the notice, to lease on the same terms and conditions as offered by the proposed Lessee. If Lessee shall exercise its Preferential Right, such right shall be exercised by notice in writing to the Lessor, which notice shall be effective as of the date of mailing or transmission. All notices provided for under this Preferential Right shall be transmitted by certified mail, telegram or telecopy to the parties at the address shown. Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to Lessor, or by placing a release of record in the proper County. Lessor hereby warrants and agrees to defend title, and agrees that the Lessee shall have the right at any time to redeem for Lessor by payment any mortgages, taxes or other liens on the above-described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof. In the event it is determined that Lessor owns fewer net acres, or it is determined that Lessor's acreage is currently leased under a prior, valid and existing oil and gas lease(s), then the Lessor agrees to reimburse Lessee for the original bonus per acre paid for the acreage not owned by Lessor or which is held under the prior, valid and existing oil and gas leases(s). Lessee is hereby given the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum equal to 100% of the original bonus amount per net mineral acre to Lessor. This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor during the original primary term hereof. Payment by check or draft shall be deemed to have been made and delivered to Lessor when the check or draft has been deposited by Lessee in the U. S. Mail, postage prepaid. If, at any time this payment is made, various parties are entitled to specific amounts according to Lessee's records, this

payment may be divided between said parties and paid in the same proportion. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of five (5) years. In the event this lease is being maintained by any other lease provisions at the expiration of the primary term, Lessee shall have a period of thirty (30) days from the date this lease ceased to be so maintained within which to exercise this option.