

SURPLUS EQUIPMENT BILL OF SALE

This agreement ("Agreement") is entered into as of [month] [day], 2012 (the "Effective Date") between [Buyer's name], a [state of incorporation] [legal entity] ("Buyer"), and [Seller's name]¹, a [state of incorporation] [legal entity] ("Seller").

1 SALE AND PURCHASE OF EQUIPMENT.

(a) **Equipment to be Purchased.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions set forth in this Agreement, the surplus equipment identified in Attachment A (collectively the "Equipment") located at the location shown in Attachment A ("Seller's Premises").

(b) **Purchase Price.** In consideration for the sale and purchase of the Equipment contemplated by Section 1, Buyer will, upon the execution of this Agreement, pay to Seller (1) a purchase price of \$[] for the Equipment and (2) any applicable taxes incurred as a result of, relating to, or arising out of the transactions contemplated by this Agreement.

(c) **Time of Payment.** Time is of the essence with respect to Buyer's payment of the amount set forth in Section 1(b) above. Buyer will make payment in full to Seller on the Effective Date. If Buyer fails to pay for the Equipment in accordance with the foregoing, Seller may, at its option, at any time prior to receipt of Buyer's payment in full, cancel this Agreement upon notice and without liability to Buyer, in which case Seller will be entitled to retain as liquidated damages, and not as a penalty, any and all payments theretofore received from Buyer with respect to the Equipment.

(d) **Transfer of Title and Risk of Loss.** Upon Buyer's payment for the Equipment as specified in this Section 1, all right, title, and interest of Seller to the Equipment, and risk of loss of the Equipment, will transfer to Buyer.

2 REMOVAL OF EQUIPMENT.

(a) **Buyer's Responsibility.** Buyer will be solely responsible for, and will bear all costs and expenses associated with, the removal of the Equipment and all debris occasioned by such removal from Seller's Premises.

(b) **Time of Removal.** Time is of the essence with respect to Buyer's removal of the Equipment from Seller's Premises. The time and date for Buyer's removal of the Equipment will be mutually agreed upon by the parties reasonably in advance; provided, however, that Buyer will not be entitled to remove any of the Equipment from Seller's Premises until Seller has received payment in full for all Equipment. Buyer hereby expressly agrees and binds itself to remove the Equipment from Seller's Premises at its sole risk and expense prior to the earlier of (1) 30 days following the date Buyer first removes any portion of the Equipment from Seller's Premises or (2) 60 days following the Effective Date.

¹ *The sale of surplus equipment could implicate one of three legal entities:*

(1) Enogex LLC, a Delaware limited liability company;

(2) Enogex Products LLC, an Oklahoma limited liability company; or

(3) Enogex Gas Gathering LLC, an Oklahoma limited liability company.

Check with Asset Management to determine which of these entities owns the equipment being sold in order to determine how this portion of the contract should be filled out.]

However, the period for removal will be extended to the extent that Buyer's removal of the Equipment is precluded by (1) the actions or inactions of Seller or (2) a weather-related force majeure event (e.g. blizzard, ice storm).

(c) Failure to Timely Remove Equipment. If, through no fault of Seller, Buyer does not remove all Equipment by the date specified above, Seller may, at its discretion, either:

(i) Extend the time period for Buyer's removal of the Equipment by such number of additional days as Seller deems reasonable, in which case Seller may charge Buyer storage fees in such reasonable amounts mutually agreed to in writing by Seller and Buyer and Buyer will pay such storage fees before it will be entitled to remove any of the remaining Equipment from Seller's Premises; or

(ii) Consider the remaining Equipment to have been abandoned by Buyer, in which case Buyer will lose all right, title and interest in such remaining Equipment, title to such remaining Equipment will revert to Seller, and Seller will be entitled to retain as liquidated damages, and not as a penalty, any and all payments theretofore received from Buyer with respect to such remaining Equipment.

(d) Contractors. Buyer will only use contractors approved by Seller in the removal of Equipment from Seller's Premises. Buyer will require any approved contractor to accept and comply with the terms of this Agreement, including insurance coverage of the types, and in the amount, required to be maintained by Buyer pursuant to Section 5.

3 LAWS; SAFETY. Buyer will comply with all applicable statutes, laws, codes, ordinances, orders, rules, regulations, proclamations, and other governmental requirements ("Laws") which are in any way related to its purchase of the Equipment, including those relating to Buyer's possession, transportation, storage, processing, cleaning, reconditioning, maintenance, handling, labeling, use, or disposition of the Equipment. Further, during removal and transportation of the Equipment, Buyer and any contractor hired by Buyer will comply with Seller's written safety, operating, and environmental procedures, a copy of which Seller will furnish to Buyer as soon as practicable after the Effective Date, and a representative of Seller will be present during Buyer's removal operations to observe the work performed.

4 PERMITS AND LICENSES. Buyer will obtain and pay for all required consents, approvals, licenses, and permits which are in any way related to its purchase of the Equipment, and Buyer will give all required notices. Buyer represents that it has obtained all such consents, approvals, licenses, and permits, and Buyer will furnish copies of the same to Seller upon request.

5 INSURANCE.

(a) Upon the execution of this Agreement, Buyer will secure, at Buyer's sole expense, insurance of the types and in the amounts stated in Attachment B. Buyer will maintain such insurance until all Equipment have been removed from Seller's Premises. Failure of Buyer to obtain adequate insurance coverage will not relieve Buyer of any of its obligations under this Agreement.

(b) All insurance policies specified herein will be endorsed to waive any rights of subrogation against Seller, it being the intention of the parties that such insurance policies will protect both parties and be primarily liable for any losses covered by the above-described insurance. All policies (except worker's compensation insurance) will be endorsed to provide Seller as an additional insured for

work performed by or on behalf of Buyer.

6 WARRANTY; DISCLAIMERS.

(a) Seller's Warranty. Seller warrants that it has good title to the Equipment and that the Equipment have not been and are not presently encumbered by any mortgage, lien, deed of trust, security interest, or other encumbrance whatsoever created by Seller. Any descriptions of particular Equipment in Attachment A are based on the latest information available to Seller's personnel responsible for selling the Equipment. However, Seller makes no warranty as to such descriptions.

(b) Disclaimer of Further Warranties. *Buyer acknowledges that the Equipment are used goods. The Equipment are being sold by Seller to Buyer on an "as is, where is" basis and with all faults, including latent defects. Seller does not provide, and specifically disclaims, any and all warranties of any kind whatsoever (except as expressly set forth in Section 6(a)), express or implied, written or oral, including any warranty of merchantability or any warranty of fitness for a particular purpose.*

7 HAZARDOUS MATERIALS.

(a) Definition of Hazardous Materials. The term "Hazardous Materials" means any substance defined as a hazardous substance, hazardous waste, hazardous material, pollutant, or contaminant by any law, as well as any substance which the handling of, storage of, treatment of, or exposure to is subject to regulation under any Law including: (1) any petroleum hydrocarbon or any degradation product of a petroleum hydrocarbon; (2) friable and non-friable asbestos; (3) mercury; and (4) polychlorinated biphenyls.

(b) Equipment May Contain Hazardous Materials. Buyer acknowledges and understands that the Equipment may bear or contain Hazardous Materials which may be or may become (by chemical reaction or otherwise) hazardous to life, health, or property at any time after the Equipment leave the possession and control of Seller, including during use, handling, cleaning, reconditioning, or disposal. Buyer will communicate the hazards associated with the Equipment and take all actions necessary to protect from such hazards (1) each person to whom Buyer resells, gives, or delivers any Equipment and (2) each person Buyer can reasonably foresee being exposed to such Equipment (including Buyer's employees, subcontractors, and customers).

8 INSPECTION; CLAIMS.

(a) Inspection of Equipment. Buyer acknowledges that, prior to entering into this Agreement, it was offered ample opportunity by Seller to inspect all Equipment.

(b) Release of Claims. Except for claims relating to Seller's failure to make particular Equipment available to Buyer for removal, Buyer hereby releases Seller, its subsidiaries and affiliates, and any of their respective employees, officers, members, directors, and agents (collectively, the "Indemnified Parties") from all liability, and waives any claims it may now have or which it may have in the future against them which, either directly or indirectly, are in any way connected with, arise out of, or result from Buyer's purchase of the Equipment, including any liabilities or claims resulting, directly or indirectly, from the failure of Seller to give more specific warnings with respect to individual Equipment or from the inadequacy of any warning.

(c) **Limitation of Damages.** *The liability of Seller to Buyer for any and all claims arising out of or relating to this Agreement will not exceed the purchase price set forth in Section 1, and in no event will Buyer be liable to Seller for incidental, consequential, special, or indirect damages.*

9 INDEMNITY. *Buyer will indemnify and hold the Indemnified Parties harmless from all liens, encumbrances, fines, penalties, claims, liabilities, and causes of action of, to, or by any person, including Buyer or any government entity, including those for injury to, disease, or death of any person and for damage to or destruction of any property (including reasonable costs, expenses, and attorneys' fees incurred by the Indemnified Parties therewith), arising out of or resulting from: (1) any of the representations, warranties, covenants, and agreements of Buyer set forth in this Agreement being incorrect, untrue, or breached (or alleged by any third party to be incorrect, untrue, or breached); (2) any acts or omissions in connection with the performance of any Buyer activity contemplated by this Agreement of (i) Buyer, (ii) anyone directly or indirectly employed or contracted by Buyer, or (iii) anyone otherwise associated with Buyer; or (3) the presence, use, existence, operation, maintenance, or condition of any of the Equipment after the Effective Date. The indemnification provisions in this Section 9 will be enforceable regardless of whether any person (including the person from whom indemnification is sought) alleges or proves (1) the sole, concurrent, contributory, or comparative negligence of the person seeking indemnification or (2) the sole or concurrent strict liability imposed upon the person seeking indemnification.*

10 MISCELLANEOUS.

(a) **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be null and void or unenforceable, then such provision will be deemed to be severed, and the remaining provisions of this Agreement will remain in full force and effect.

(b) **Governing Law; Exclusive Jurisdiction.** The Laws of the State of Oklahoma govern all matters arising out of this Agreement, without giving effect to any principles of conflicts of laws. Any suit, claim, or legal proceeding arising out of or related to this Agreement in any way must be brought in a state or federal court located in Oklahoma County, Oklahoma, and the parties hereby consent to the exclusive jurisdiction of such courts.

(c) **No Waiver.** The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any right herein, will not be construed as a waiver or relinquishment of any such term, covenant, condition, or right with regard to further performance.

(d) **Assignment.** Buyer will not, without Seller's prior written consent, assign this Agreement or any of its rights or obligations hereunder, and any such purported assignment will be void and unenforceable. Subject to the foregoing, this Agreement will be binding upon, and will inure to the benefit of, the successors and permitted assigns of Buyer and Seller.

(e) **Interpretation.** The terms "herein" and "hereunder" refer to the entirety of this Agreement and are not limited in applicability to the section in which they appear, and the term "including", in each instance, means "including, without limitation."

(f) **Entire Agreement.** This Agreement, as to its subject matter, exclusively and completely states the rights and duties of the parties, sets forth their entire understanding, and merges all prior and contemporaneous representations, promises, proposals, discussions, and understandings by or between

the parties. It may be amended only by another written agreement duly executed by the parties.

[SIGNATURE PAGE FOLLOWS]

The parties are signing this Agreement on the date stated in the introductory clause.

[BUYER'S NAME]

(Buyer)

By: _____

Name: _____

Title: _____

[SELLER'S NAME]

(Seller)

By: _____

Name: _____

Title: _____

ATTACHMENT A
EQUIPMENT LIST

[facility name]
[city/county, state]

The Equipment is located at **[Seller's name]'s [facility name], [street address], [city/county, state]**.

- 1) [detailed description of equipment item #1]**
- 2) [detailed description of equipment item #2]**

Descriptions of Equipment are for identification purposes only and are based on the latest information available to Seller's personnel responsible for selling the Equipment. Seller makes no warranty as to such descriptions or to the performance capabilities, functions, or quality of the Equipment. Buyer represents and warrants that Buyer has had a reasonable and adequate opportunity to inspect the Equipment prior to executing this Agreement.

ATTACHMENT B
INSURANCE

Buyer will procure and maintain such insurance as will protect Seller, Buyer, and any contractors from claims under Workers' Compensation Acts, and against loss by reason of any liability imposed by law for or on account of damages to property or injuries or death sustained by any person or persons, arising from operations under the Agreement by Buyer or any of its contractors. Said insurance will be under such policies and forms and in such company or companies as are satisfactory to Seller.

Buyer will, before removing any Equipment from Seller's Premises, deliver to Seller two original copies of satisfactory evidence of coverage as specified herein by Certificates of Insurance satisfactory to Seller. Insurance companies will provide 30 days advance written notice to Seller via Certified Mail of any cancellation or material change in insurance coverage as certified.

Buyer will, upon request by Seller, provide within 30 days of such request, a certified duplicate copy of any current or expired insurance policy of the type required below that has been or is in force during the term of this Agreement.

Buyer will procure and maintain the following insurance policies:

(1) Statutory Workers' Compensation and Employer's Liability Insurance, with a Part Two policy limit of not less than \$1,000,000. The policy will provide for a Waiver of Subrogation against OGE Energy Corp. and its subsidiaries including Seller; and

(2) Commercial General Liability Insurance, with a per-occurrence limit of not less than \$2,000,000 and a general aggregate limit and products-completed operations aggregate limit of not less than \$2,000,000. OGE Energy Corp. and its subsidiaries will be designated as Additional Insureds. This coverage will be primary to any self-insurance or any insurance held by OGE Energy Corp. and its subsidiaries.

Other Insurance: Contractor may procure and maintain, at his own expense, such insurance as may protect him against other hazards or higher limits than set forth herein. Any such policy of insurance will include an endorsement providing that underwriters have waived their rights of subrogation against Seller and Seller's insurance carrier(s), including subsidiaries thereof.

Buyer and any contractor will provide their own insurance protection to cover Buyer's and/or contractor's machinery, tools, equipment and property of a similar nature. Any policy of insurance covering Buyer's or contractor's owned or leased machinery, tools and equipment against loss or physical damage will provide a waiver of subrogation rights against Seller.

Buyer will send Certificates of Insurance, Notice of Cancellation, Termination or Alteration of Policies to:

OGE Energy Corp. and its Subsidiaries
Manager, Corporate Insurance
PO Box 321, M/C 502
Oklahoma City, OK 73101

**PURCHASE ORDER:
GENERAL TERMS AND CONDITIONS**

A. PACKAGING, SHIPPING AND INVOICING INSTRUCTIONS

1. Receiving Documentation must be included with all Purchase Order deliverables.
2. All Receiving Documentation and shipping notices must include reference to the Purchase Order number and any applicable item number(s).
3. Each invoice must include the Purchase Order number and any applicable item number, receipted expense bill, and description shown on this Purchase Order. Delays in receiving invoices and errors or omissions on invoices shall be just cause for Buyer's withholding of payment, without loss of cash discount privilege.

B. DEFINITIONS

"Buyer" means the entity to which Seller is providing Materials, Services or Work Product under the Order.

"Materials" means all equipment, parts, materials, supplies, software, and other goods Seller has agreed to supply to Buyer under the Order.

"Premises" means the site where Materials and Work Product are delivered or Services are performed, not including Seller's site from which it performs remote Services.

"Purchase Order" or "Order" means (i) the document setting forth the Materials, Services or Work Product to be provided by Seller to Buyer, (ii) these General Terms and Conditions, and (iii) any other document expressly referenced in the Purchase Order.

"Receiving Documentation" means the documents that are provided by Seller to Buyer that itemize or describe the Materials, Services, or Work Product being provided under this Order. Examples include itemized packing slips for Materials or completion report/timesheet for Services and Work Product.

"Seller" means the entity providing Materials or performing Services under the Order.

"Services" means all services Seller has agreed to perform for Buyer under the Order.

"Work Product" means all applicable drawings, documentation, and specifications that result from Services performed by Seller under this Order.

C. OTHER TERMS AND CONDITIONS

1. ANTI-KICKBACK. Seller represents that no unrecited consideration, kickbacks, fees, payments, gifts, entertainment, or things of value were given to or requested by any Buyer employee as an inducement to enter into or continue this Order, and that Seller further agrees to immediately report any such request, demand, or occurrence relating to any Buyer employee or this Order to: Corporate Ethics Officer, P.O. Box 321, Oklahoma City, Oklahoma 73101-0321; Telephone: 405-553-3000, 877-TELL-OGE or 877-835-5643.

2. APPLICABLE LAW. This Order will be governed by and construed in accordance with the laws of the state of Oklahoma without regard to its principles regarding conflicts of laws. Exclusive jurisdiction and venue for any action arising hereunder will be in Oklahoma County, Oklahoma, whether in Federal or State Court.

3. ASSIGNMENT. This Order may not be assigned, in whole or in part, without Buyer's prior written consent.

4. AUDIT RIGHTS. Buyer or its designated representative shall have the right, upon reasonable notice, to inspect, audit and copy Seller's and its subcontractor's books, records, accounts, correspondence and all other associated documents ("Documents") howsoever stored, pertaining in any way to this Order during normal business hours for a period of thirty-six (36) months from the end of the calendar year in which this Order was effective. Seller agrees to maintain and cause its subcontractors to maintain such Documents for a period of thirty-six (36) months from the end of the calendar year in which such costs were invoiced.

5. CHANGES TO ORDER. No modifications, changes or substitutions of Materials, Services or Work Product or extra charges of any kind or change in or cancellation of or waiver of or exception to any of the terms or conditions of this Order will be recognized unless authorized by Buyer in writing. Buyer may direct, in writing, changes, including additions to or deletions from the quantities of Materials, Work Product or Services originally ordered, or in the specifications or drawings. Unless otherwise agreed to by the parties, if any such change causes an increase or decrease in the cost of, or the time required for performance hereunder, an equitable adjustment shall be made in the price and/or delivery schedule. Any claims for adjustment shall be asserted by Seller no later than thirty (30) days from the date of Seller's receipt of notice of such change. Nothing contained herein shall excuse Seller from proceeding with a change directed by Buyer prior to negotiation of any adjustment. Notwithstanding the foregoing, mutually agreeable adjustments for any changes under this Order may be made by a written Order revision from one party which is confirmed in writing by the other party.

6. COMPLETE AGREEMENT; TERMS AND CONDITIONS; ACCEPTANCE. This Order, as Buyer's offer to Seller, including all applicable terms, conditions and specifications, shall constitute the sole and exclusive agreement between the parties. This Order supersedes all other writings and is expressly conditioned on Seller's agreement to the conditions hereof, and nothing shall be construed to be an acceptance of any terms of Seller. None of these terms and conditions may be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of Buyer and delivered by Buyer to Seller. Delivery of Materials, Services or Work Product to Buyer from Seller shall be deemed to be only upon the terms and conditions contained in this Order, notwithstanding any terms and conditions that may be contained in any acknowledgment, invoice or other form of Seller and notwithstanding Buyer's act of accepting or paying for any shipment or similar act of Buyer. This Order shall be accepted by Seller by delivery of Materials, Work Product or Services, commencement of work upon Materials, Work Product or Services, written acknowledgement of Seller, or any other conduct of Seller which recognizes the existence of an agreement pertaining to the subject matter hereof.

7. COMPLIANCE WITH LAWS. Seller warrants that the Materials, Services or Work Product shall be performed, produced, priced, sold and delivered in strict compliance with all applicable laws, rules and regulations.

8. CONFIDENTIALITY. This Order and all plans, drawings, designs and specifications which may be supplied by Buyer to Seller shall remain the property of Buyer and any information derived there from or otherwise communicated to the Seller in connection with this Order shall be regarded by Seller as strictly confidential and shall not, without the prior written consent of Buyer, be disclosed to any third party or made use of by Seller. All sales information regarding this Order is also considered confidential information and may not be shared with unaffiliated third parties without the mutual consent of both parties, which may be granted or withheld in either's sole discretion.

9. DELIVERY. Seller agrees to provide for delivery of the Materials, Work Product or Services on the date(s) and to the address set forth in the Order. Seller shall bear all costs of shipping, transportation and packing unless otherwise provided in this Order. On all Materials delivered in error, or in excess of the quantity shown on Order, Buyer reserves the right to return the Materials at Seller's expense. Buyer's count shall be final and conclusive on any shipment not accompanied by the packing slip.

10. EQUAL OPPORTUNITY. *By accepting this Purchase Order, the Seller certifies that it will not discriminate on the basis of race, color, national origin, sex, religion, age, disability, veteran status or in any way otherwise prohibited by law and will indemnify Buyer against any claims arising from such unlawful discrimination by Seller.* Unless exempted by Federal law, the following provisions are incorporated herein by reference: subsections one (1) through seven (7) of Section 202 of Executive Order 11246, as amended; 41 C.F.R. 60.250-4 (a) through (m) (Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era); 41 C.F.R. 60.741-4 (a) through (f) (Affirmative Action for Handicapped Workers); 41 C.F.R. 52.222-3 (convict labor); 41 C.F.R. 252.222-4 (Contract Work Hours and Safety Standards Act); and 41 C.F.R. 52.223-6 (Drug-Free Workplace). Seller shall make its records for audit, inspection and copying pursuant to the terms of Section 4 hereof in order to ensure compliance with this provision.

11. FORCE MAJEURE. Neither party shall be in breach of the Order to the extent that any delay or default in performance is due to Force Majeure. The term "Force Majeure" will mean any cause which is not within the control of the party claiming force majeure and which, by the exercise of due diligence, such party is unable to prevent or overcome, including but not limited to, flood, fire, tornado, governmental order, insurrections, riots and wars. Within seven (7) days of the commencement of an event of Force Majeure, the party affected thereby will provide the other party with written notice of the event. Any event of Force Majeure shall not affect Buyer's right of termination as set forth in Section 20 hereof.

12. INDEMNITY. *Seller shall defend, hold harmless and indemnify Buyer, its affiliates and its and their respective employees, officers and directors from and against all claims, demands, losses or damages, costs or*

expenses (including attorneys' fees and other expenses incident thereto) on account of damage to any property or injury, including death, to any persons (including any employee of Seller or Buyer) that occurs or is alleged to have occurred in connection with the performance of this Order by Seller. Seller intends for the foregoing defense, hold harmless, and indemnity obligations to apply regardless of cause and regardless of the theory of recovery, including strict liability and the negligence of the indemnified parties. Seller assumes all risks of damage or injury to Seller's own property or personnel, from whatever cause.

13. INFRINGEMENT. *Seller shall hold harmless, defend and indemnify Buyer, its affiliates and its and their respective employees, officers and directors from and against all claims, demands, losses or damages, costs or expenses (including attorneys' fees and other expenses incident thereto) arising out of any infringement, or any alleged infringement, of any intellectual property rights, including rights arising under any patent, copyright, trademark, license and trade secret, in connection with any Material, Work Products, or Services, except to the extent any infringement resulted from designs provided by Buyer to Seller.* Without limiting the foregoing, the Seller shall, at its own expense (i) procure for the Buyer an irrevocable royalty-free license or right to continue using such Materials, Work Product or Services (ii) with Buyer's prior written approval, replace the infringing Material, Work Product, or Services with substantially equal but non-infringing Materials, Work Product or Services or (iii) with Buyer's prior written authorization, modify the infringing Materials, Work Product or Services so it becomes non-infringing; provided that no such replacement or modification shall in any way amend or relieve Seller of its warranties and guarantees set forth in this Order.

14. LIENS. Seller will pay any and all amounts owed to its subcontractors and suppliers as and when due. Seller will ensure that its subcontractors and suppliers do not file any liens, claims, security interests, or other encumbrances against any property owned or otherwise occupied by Buyer. Within ten (10) days of receipt of notice from Buyer that one of Seller's subcontractors or suppliers has filed a lien, claim, security interest, or other encumbrance against any property owned or otherwise occupied by Buyer, Seller will clear such lien, claim, security interest, or other encumbrance by payment or by bond. Provided that Buyer is paying Seller in compliance with this Purchase Order, Seller will not file any liens, claims, or other encumbrances against any property owned or otherwise occupied by Buyer. If Seller files a lien, claim, security interest, or other encumbrance against any property owned or otherwise occupied by Buyer, Seller will clear such lien, claim, security interest, or other encumbrance of record within ten (10) days of receipt of payment of the amount due from Buyer.

15. NONWAIVER. No waiver by any party of any condition, or of any breach of any provision contained in this Order, in any one or more instances, will be deemed to be or construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other provision.

16. PRICE & PAYMENT. The prices specified in the Purchase Order shall include all charges and expenses in connection with the packing and shipping of the Materials to Buyer. No additional charges of any kind will be allowed unless specifically agreed to in writing in advance. Payment will be made as set forth in this Order; however payment may be withheld or portions thereof may be deducted or setoffs may be made against Seller if Seller does not perform in accordance with this Order. The time for payment of invoices and acceptance of any applicable discounts shall be based on the date of such invoice, provided that the properly tendered invoice is received by Buyer within seven (7) days of such date. If an invoice is not received by Buyer within such seven (7) day period, the time for payment of such invoice and acceptance of any applicable discount shall be based upon the date the properly tendered invoice is received by Buyer.

17. QUALITY STANDARDS AND WARRANTIES. Seller warrants (i) title to the Materials or Work Product, free and clear of all liens and encumbrances and (ii) that Materials, Work Product and Services will be in exact accordance with this Order, the specifications, drawings, samples or other descriptions furnished or adopted by Buyer and will be fit and sufficient for the purpose intended, merchantable, of good material, design and workmanship, free from defect and be new and of best quality, unless otherwise specified. Such warranty shall survive delivery and shall not be deemed waived either by reason of Buyer's acceptance of the Materials, Work Product or Services or by payment for them. The Materials, Work Product or Services shall be subject to Buyer's right of inspection and rejection at any reasonable time before or during the manufacturing process or provision of Service and within forty-five (45) days after delivery to destination or completion. Materials, Work Product or Services other than those specified shall not be submitted without Buyer's written authorization. Rejected Material and Services or Work Product may be returned or re-performed at Seller's expense. The making or failure to make any inspection, approval, payment or acceptance of the Materials, Work Product or Services shall in no way impair Buyer's right to reject or revoke acceptance of non-conforming Materials, Work Product or Services or to avail itself of any other remedies to which Buyer may be entitled, notwithstanding Buyer's knowledge, the substantiality, or the ease of discovery of any non-conformity. If any time prior to one (1) year from the date of completion of any Services, or the earlier of one (1) year from the date of installation or eighteen (18) months from receipt of any Materials or Work Product if the Materials, Work Product or Services, or any part thereof, do not conform to these warranties or the specifications, Seller shall

promptly correct such nonconformity to the satisfaction of Buyer at Seller's sole expense; failing which, Buyer may proceed to make corrections or accomplish Seller's work by the most expeditious means available, and the costs of cover or correction shall be for Seller's account. Seller's liability hereunder shall extend to all damages proximately caused by the breach of any of the foregoing warranties, including incidental damages such as removal, inspection, costs of return, warehousing and reinstallation. These warranties are in addition to, and shall not be construed as restricting or limiting any warranties of Seller, express or implied, or which are provided by law or exist by operation of law.

18. RELATIONSHIP OF THE PARTIES. Seller is an independent contractor. This Purchase Order does not create a partnership or joint venture between Seller and Buyer. Seller is not an agent of Buyer, and Seller has no authority to act on behalf of Buyer. Except as otherwise provided in this Purchase Order, Seller will provide any and all labor, supervision, materials, and equipment necessary to provide the Materials, Services or Work Product as set forth in this Order, and Seller will obtain any and all permits and authorizations required by applicable law to provide such Materials, Services or Work Product. Seller will control the means and manner of the providing of the Materials, Services or Work Product. Seller's personnel will not be considered employees of Buyer, and Buyer will not provide Seller's personnel with wages, salaries, or benefits.

19. TAXES AND DUTIES. Seller shall be responsible for and pay directly, all corporate and individual taxes measured by net income or profit imposed by any governmental authority on Seller, its employees or subcontractors due to the execution of any agreement or the performance of or payment for work hereunder. Unless otherwise agreed in writing or prohibited by law, the price set forth in this Order shall include and Seller shall pay any federal, state or local tax, sales tax or other tax required to be imposed on the Materials, Services or Work Product.

20. TERMINATION. Buyer may, at its option, cancel any unfulfilled Order, in which event Buyer's only obligation shall be to pay for Materials shipped or Work Product or Services performed prior to the receipt cancellation; provided, however, that if this Order covers Materials manufactured to Buyer's specifications, upon receipt of notice of cancellation, Seller shall stop all performance except as otherwise directed by Buyer, and if Seller is not in breach of this Order, Buyer shall pay Seller's actual, direct, unavoidable and reasonable costs resulting from such termination, not to exceed the total price of the Materials, Work Product or Services stated in this Order. Upon such payment, title to any Materials or Work Product, including uncompleted Materials or Work Product, shall pass to Buyer. In the event of default by Seller in the performance of any obligation hereunder, including time of delivery, or in the event it becomes apparent that delivery cannot be accomplished within the time specified, Buyer may, at its option, cancel this Order entirely, without penalty or liability (except for Materials received and accepted.) All provisions necessarily requiring survival beyond any termination of this Order, including, but not limited to, those relating to audit, choice of law, confidentiality, indemnity, title and warranty shall survive any such termination.

21. TIME IS OF THE ESSENCE. Seller understands that time is of the essence with respect to its performance under this Purchase Order, and Seller will strictly comply with any timing requirements stated in this Purchase Order.

22. TITLE AND RISK OF LOSS. Except as otherwise provided, the Materials or Work Product shall become Buyer's property upon payment therefore or upon acceptance of delivery, whichever occurs earlier. Notwithstanding the foregoing, Seller shall be responsible for and shall bear any and all risk of loss of or damages to the Materials or Work Product until delivery thereof in accordance with the delivery and shipping provisions of the Order. Upon such acceptance of delivery, risk of loss or damage shall pass to Buyer provided that any loss or damage, whenever occurring, which results from Seller's improper packing or crating shall be borne by Seller.

23. WORK ON BUYER'S PREMISES; INSURANCE. If Seller performs any work on Buyer's Premises, Seller will comply with all safety and security rules and requirements of Buyer take all precautions required to prevent injury to persons and property during such installations or work. All work performed on Buyer's Premises shall be coordinated with the Buyer. Seller shall obtain and maintain in full force and effect during the term of this Order all insurance required by Buyer. Seller will perform the Services in a manner that causes a minimum of interference to the operations of Buyer at Buyer's Premises.

OGE Energy Corp PO Box 321

Oklahoma City, Oklahoma 73101-0321
(405) 553-3000
www.oge.com



OGE Energy Corp. and Subsidiaries Credit Information Sheet June 10, 2010

Year Established: 1902

State of Incorporation: Oklahoma

Mailing Address: PO Box 321 Oklahoma City, OK 73101

Billing Address: OGE, OG&E or Enogex
PO Box 25230
Oklahoma City, OK. 73125-0230

Federal Tax ID:

OGE Energy Corp.	73-1481638
OG&E Electric Svcs.	73-0382390
Enogex	73-0704078

Dun & Bradstreet#:

OGE Energy Corp.	96-3860044
OG&E Electric Svcs.	03-7928129
Enogex	00-7205412

Officers:

Pete Delaney	COB, President & CEO
Danny Harris	Chief Operating Officer
Sean Trauschke	Chief Financial Officer
Patricia Horn	Corporate Secretary

Bank Information: Bank of Oklahoma
201 Robert S. Kerr
Oklahoma City, OK. 73102
Tel. (405) 272-2096 Fax (405) 272-2116
Contact: Ms. Charlie Strader

Credit References: HD Supply Utilities
PO Box 840123
Dallas, TX. 75267
(940) 270-7200

McJunkin Redman Corporation
Contact: Amy Rinner
Phone: (918) 461-5220
Fax: 866 871-5491
E-mail: amy.rinner@mcjunkinredman.com

Siemens Energy Inc.
Cindy Smith – Fax: (919) 365-1156
Susan Beck - Fax: (919) 365-1353
Nicole Stehle – Fax: (919) 365-1334

Insurance Type

Coverage Amount (minimum)

Worker's Compensation & Employer's Liability (Must include a Waiver of Subrogation against OGE Energy Corp and its subsidiaries)	\$1,000,000
Commercial General Liability (Must include the addition of OGE Energy Corp and its subsidiaries as Additional Insureds. This insurance shall be primary to any self-insurance or any insurance held by OGE Energy Corp. and its subsidiaries)	\$1,000,000 per occurrence \$2,000,000 aggregate
Business Automobile Liability	\$1,000,000 each accident
Professional Liability (if providing professional services such as engineering, archaeological, etc.)	\$1,000,000
Pollution Liability (if using or transporting chemicals)	\$1,000,000

Additional Information

Certificate Holder is:

OGE Energy Corp. and its subsidiaries
Manager, Corporate Insurance
PO Box 321, M/C 502
Oklahoma City, OK 73101-0321

Thirty days written notice is to be provided to OGE Energy Corp. (certificate holder) prior to cancellation or alteration of any of the above insurance coverage.

The Contractor agrees to and shall comply with the State Workers' Compensation laws and provisions of the Federal and State Unemployment, Social Security and other laws in effect pertaining to the relationship of employer and employee and will save, hold harmless and indemnify Owner for and against the Contractor's failure to comply with such laws or provisions thereof.

PROOF OF INSURANCE MUST BE SUBMITTED PRIOR TO BEGINNING ANY WORK.

Instructions for Completing the Profile

Welcome to the OG&E Transactional Supplier Profile

Complete the Supplier Profile section, answering each question and gathering the requested information. All sections/categories that are shaded are required. Failure to answer these questions could delay the processing of this profile. Do not complete the bottom portion of the Supplier Profile at the end of this section; it is for OG&E use only.

If you have previously completed the Supplier Profile and returned it to OG&E, you must at least enter your company information in the Supplier Profile and enter any updates. Review the Ethics statement and enter name of company and person and date reviewed. Electronic signatures are acceptable, no physical signatures are required.

If your company is providing/will provide a service, there are Contractor/Supplier safety requirements that must be met. If your employees will travel to provide a service to OG&E, please reference the Insurance Requirements tab of this file. Professional Liability Insurance may also be required if the service being provided is consulting. Because Safety is a core value for OG&E, we require our contractors/suppliers performing services to comply with the requirements referenced in the Contractor Safety Information and PPE Requirements tabs. Please review and provide all applicable information under the tabs relative to safety.

Upon completion, save this file as an Excel file and e-mail back to the OG&E person who submitted it to your company. Please send all requested documentation along with the completed profile. Profiles completed by hand are discouraged. We prefer to receive documents that have been typed and are consistently legible. If completing this document from our website please e-mail all information to addvendo@oge.com.

Thank you for your interest in doing business with OG&E!

Supplier Acknowledgement of Expected Ethical Conduct Standards

OGE Energy Corp. and all of its subsidiaries, (the Company) is committed to conducting business with the highest regard for integrity and ethical standards. Through Company policies on Ethics, Gifts and Business Entertainment, and Conflict of Interest, we have provided guidance for members, who in their course of business may become involved in direct business relationships with suppliers or customers.

As stated in the Company's Code of Ethics, "OGE's goal is to not only comply with the law, but to avoid even the appearance of an impropriety." Likewise, the Company expects its suppliers to conduct themselves in a like manner in all our business interaction.

It is recognized that the purpose of business entertainment and gifts in a commercial setting is to create goodwill and sound working relationships, not for the Company to gain unfair advantage with suppliers; or for suppliers to gain unfair business advantage in dealings with the Company. Therefore, as a general rule, accepting or offering gifts and entertainment that could place the Company or a member in a position of being obligated to a person or an organization with which the Company does business should be avoided.

Company members or suppliers who find themselves involved in situations that could result in violation of this basic ethical principle should notify the appropriate Company Supervisor and/or may contact the Company's Chief Ethics Officer by calling 1-877-TELL OGE (1-877-835-5643). The circumstances will be reviewed by appropriate Company personnel and a response provided promptly.

We also request full disclosure with regard to ownership of our suppliers. If an OGE employee or relative of an employee has ownership interest in privately held companies that are suppliers to the Company this information needs to be divulged at this time.

Indicate your firm's acknowledgement of this Company "Expected Ethical Conduct Standard" by providing your firm's legal name and the electronic signature of an authorized company representative below.

Legal Name of Company:

Electronic Signature of Authorized Representative:

Date of Acknowledgement:

IT IS NOT NECESSARY TO RETURN A SIGNED HARDCOPY OF THIS DOCUMENT.



8/19/2010

Form 7.2

OGE ENERGY, CORP.
CONTRACTOR SAFETY INFORMATION

Name of Firm:			
Primary Business:			
North American Industrial Classification System (NAICS) Code:		Date:	
Submitted By:		Title:	
Please respond to each question as accurately as possible.			

1 List your Worker's Compensation Experience Modification Rate (EMR) for the last three years.

Year	Policy Number	Carrier	Experience Modification Rate

2 List your OSHA Incident Rate for the last three years.
Use your OSHA form No. 300A and the formula:
(Number of Incidents or lost workdays X 200,000)/Total man-hours worked during calendar year.

Direct labor man-hours are used to compute incident rates. Administrative, engineering, sales, man-hours, etc are not included.

Year	Incidence Rate By Year

3 Do you have a written safety program/policy?
If yes, attach a copy of the program/policy table of contents or index.
(A copy of the complete program may be requested later, if determined necessary).

 Yes No

4 Do all employees have access to this manual?

 Yes No

5 Do you employ a full time position dedicated to safety?

 Yes No

6 Do you have a new employee training program?

 Yes No

a) If yes, are all new employees trained before beginning work on a job?

 Yes No

b) Indicate the topics employees are trained in:

	Yes	No		Yes	No
Company safety policies/rules	<input type="radio"/> Yes	<input type="radio"/> No	Confined Space Entry	<input type="radio"/> Yes	<input type="radio"/> No
Hazard recognition/reporting	<input type="radio"/> Yes	<input type="radio"/> No	Housekeeping	<input type="radio"/> Yes	<input type="radio"/> No
Injury reporting	<input type="radio"/> Yes	<input type="radio"/> No	Lockout/Tagout	<input type="radio"/> Yes	<input type="radio"/> No
Accident prevention signs/tags	<input type="radio"/> Yes	<input type="radio"/> No	Electrical Safety	<input type="radio"/> Yes	<input type="radio"/> No
Hazard Communication	<input type="radio"/> Yes	<input type="radio"/> No	Fall Protection	<input type="radio"/> Yes	<input type="radio"/> No
Personal Protective Equipment	<input type="radio"/> Yes	<input type="radio"/> No	First Aid & CPR	<input type="radio"/> Yes	<input type="radio"/> No
Respiratory Protection	<input type="radio"/> Yes	<input type="radio"/> No	Excavation Safety	<input type="radio"/> Yes	<input type="radio"/> No
Fire Extinguishers	<input type="radio"/> Yes	<input type="radio"/> No	Cranes, Slings, & Rigging	<input type="radio"/> Yes	<input type="radio"/> No
Hot Work Procedures	<input type="radio"/> Yes	<input type="radio"/> No	Emergency Procedures	<input type="radio"/> Yes	<input type="radio"/> No
Bloodborne Pathogens	<input type="radio"/> Yes	<input type="radio"/> No	Forklift	<input type="radio"/> Yes	<input type="radio"/> No
Scaffolding	<input type="radio"/> Yes	<input type="radio"/> No	Asbestos	<input type="radio"/> Yes	<input type="radio"/> No
Other Ongoing Training, please specify:	<input type="radio"/> Yes	<input type="radio"/> No	Other Ongoing Training, please specify:	<input type="radio"/> Yes	<input type="radio"/> No

7 Do you have an electrical lineman training program for your employees? Yes No N/A

If yes, describe program & topics covered: Required if applicable to Specific Power Delivery job associated with contract.

8 Do you have a training program for newly hired or promoted first line supervisors? Yes No

If yes, describe the program & topics covered:

9 Do you maintain training records for each employee indicating name, date of training, and means used to verify that the employee understood the training? Yes No

10 Do you hold periodic safety meetings for your employees? Yes No

If yes, how often?

Weekly Bi-weekly Monthly Other: _____

11 Do you conduct field safety instructions of work in progress? Yes No

a) If yes, who conducts the inspection? _____

b) How often? _____
Attach a copy of the form used, if applicable.

12 Are all accidents and injuries investigated? Yes No

a) Are all employees informed of accidents/injury facts and preventive actions resulting from investigations? Yes No

b) If yes, how is this notification accomplished?
 Safety Meeting Written Notification Other: _____

13 Is safety a criteria in evaluating the performance of:
Laborers? Yes No

Supervisors? Yes No

Management Yes No

14 Do you hold field safety meetings? Yes No

If yes, how often?
 Daily Weekly Bi-weekly Other: _____

15 Do you have an Operator Qualification Program that complies with PHMSA Department of Transportation Part 192 requirements? Yes No N/A

16 Do you have a Substance Abuse Program which complies with PHMSA Department of Transportation Part 199 requirements? Yes No N/A

17 Do you have Substance Abuse Program? Yes No

18 Do you have a program for medically qualifying employees during Pre-employment? Yes No

19 Have you had any OSHA violations within the previous three (3) years? Yes No

If yes, please list:

I certify that the information prepared is complete and accurate.

SIGNED

TITLE

DATE



8/5/2010

Form 7.1

OGE ENERGY CORP. CONTRACTOR GENERAL PPE REQUIREMENTS

Overview

CFR 1910.132 Personal Protective Equipment.

For the application of Protective equipment, including personal protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers, shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards of processes or environment, chemical hazards, radiological hazards, or mechanical irritants encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical contact. **Contractors must follow the same incident timeline as OGE members; however, initial report must take place as soon as possible to OGE point of contact. Completed copies of all documentation for incidents/near misses must be provided to OGE upon completion of analysis.**

FR Clothing

Power Supply FR outermost layer - 8 Calorie minimum or NFPA 70E HRC Level 2. Clothing shall be required in all operating areas. The operating area is defined by anything outside of the administrative offices.

Power Delivery FR Daily Wear requirements

Minimum of 4-cal FR jeans, shirt, and outerwear is required when working or observing work related activity within 10 foot of energized equipment or suspected energized equipment. FR Clothing is expected to be available for use to protect against Arc Flash situations. There are some areas in PD that will require greater than 4-cal. Always consult with Your OGE representative when unsure of Cal rating required.

Enogex

Contractors at Enogex facilities shall wear long-sleeved flame retardant shirts of a minimum HRC Level 2 and 100% cotton trousers when working in locations containing Natural Gas and/or Natural Gas Liquids.

At all OGE locations, appropriate clothing includes shirts with sleeves and full-length pants. Excessively baggy clothing, as determined by Company personnel, is prohibited. For some job tasks, fire retardant clothing may be required.

Exposure to Vehicle Traffic: The use of a High Visibility rated Traffic Vest is required to be worn when working or observing work related activities, within 15-feet of any roadway, in an alley, or in a parking lot that has potential for vehicle traffic. Vests must be Arc Rated when working on or within 10 foot of energized equipment.

5/1/2010

A. Color –

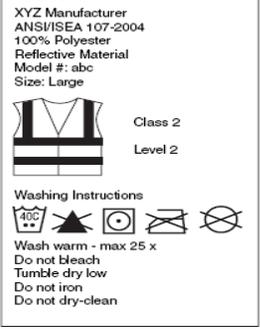
1. Solid Green: At OGE **solid** Fluorescent yellow-green vest is an indication that the vest is arc rated, however it is still the member's responsibility to check the vest they are using and ensure that it has the proper arc labeling.
2. Orange & Green: Any high visibility vest that has orange and green incorporated into the vest indicates that it is not arc rated.

B. Arc Rating –

1. If a high visibility vest is worn while working where an arc flash potential exists then the vest must be arc rated.
2. High visibility apparel SHOULD NOT be worn over FR clothing unless it meets the proper arc rating required to protect the employee from arc flash potential.
3. Arc rating will be indicated on the label.

C. Labeling –

1. Proper high-visibility safety apparel is required to have a label or marking indicating certification of compliance with the ANSI/ISEA Standard 107. To check the compliance status of your garments, check the label. **If the label does not state ANSI/ISEA 107, it is not compliant.** Non-compliant items shall not be used.

Labeling/Marking may include the following information:	
1. Name or trademark of manufacturer/distributor	
2. Product type, commercial name or model number	
3. Size designation	
4. Number of this specific ANSI/ISEA standard (i.e., ANSI/ISEA 107-2004)	
5. Pictogram showing the garment class and level of performance for the retro-reflective material	
6. Care labeling with symbols and maximum cycles for the cleaning process	
7. Instructions for use (if applicable)	

Respirator protection

In the control of those occupational diseases caused by breathing air contaminated with harmful dusts, fogs, fumes, mists, gases, smokes, sprays, or vapors, the primary objective shall be to prevent atmospheric contamination. This shall be accomplished as far as feasible by accepted engineering control measures (for example, enclosure or confinement of the operation, general and local ventilation, and substitution of less toxic materials). When effective engineering controls are not feasible, or while they are being instituted, appropriate respirators shall be used pursuant CFR 1910.134 Respiratory protection. If a chemical is being used, a current MSDS must be filled out and readily available at the worksite.

A respirator shall be provided to each employee when such equipment is necessary to protect the health of such employee. The employer/contractor shall provide the respirators which are applicable and suitable for the purpose intended. The employer/contractor shall be responsible for the establishment and maintenance of a respiratory protection program, which shall include the requirements outlined in paragraph (c) of CFR 1910.134. The program shall cover each employee required by this section to use a respirator.

Head Protection (hard hat)

Less than 2200 volts

Type 1 Class G and E head protection is recommended in all areas other than office areas and is required in areas where the hazard assessment has identified a danger to the head caused by falling objects and/or overhead hazards.

At a minimum, head protection shall comply with American National Standard Institute (ANSI) Z89.1-1997

Visitors shall be allowed to wear Type 1 Class G head protection if they are not exposed to voltage

All head protection shall be worn with the suspension in the correct direction.

The shell of head protection equipped with the reverse donning symbol may be worn in reverse.

More than 2200 volts

CLASS E and G helmets should be worn but they provide limited electrical protection as outlined in the ANSI Z89.1 - 2003 Standard. Class C helmets provide no electrical protection and should not be worn. Always avoid exposure to live electrical conductors.

Enogex – Note that no metal hardhats are permitted. While meeting the above minimum requirements for hardhats, they shall be worn on all company premises, excluding offices and in company vehicles.

Eye and Face Protection

Safety Glasses: Must meet ANSI Z87.1-2003 Basic impact testing requirements. The glasses should be marked on the lens or frame with Z87. All safety glasses are required to have side-shields. If a person wears contact lenses, they must be supplemented by eye protection.

Goggles: Must meet ANSI Z87.1-2003 High impact testing requirements.

Face Shields: Must meet ANSI Z87.1-2003 High impact testing requirements.

Welding Helmet: Must meet ANSI Z87.1-2003 High impact testing requirements.

Prescription Safety Glasses: Must meet ANSI Z87.1-2003 Basic impact requirements. The glasses should be marked on the lens or frame with Z87. All safety glasses are required to have side shields.

Power Supply; Dark or shaded safety glasses shall not be allowed to be worn inside PS facilities.

Proper cleaner must be used for glasses goggles and/or Face shields

Hearing Protection

Hearing protection will be compliant with American National Standard Institute (ANSI) S3.19-

1974 with a Noise Reduction Rating (NRR) at a minimum of 28 dBA or in accordance with any site specific requirements.

Hearing protection is recommended to be worn as often as possible, and is required in all posted areas and known high-risk noise areas. High-risk noise areas are those areas where the hazard assessment has identified sound levels of at least 85 dBA. Hearing protection is also required when walking through high-risk noise areas to reach a non-classified noise area (sound levels less than 85dBA).

Foot Protection

Safety Toe (Steel-toe /Composite toe) boots are recommended in all operating areas and are required in areas where the hazard assessment has identified a danger to the feet caused by falling or rolling objects, piercing objects, chemical hazards, electrical, exposure, etc. If hazards that affect the top of the foot exist, additional foot guards shall be used. Canvas or synthetic fiber cloth shoes are not appropriate footwear for members working in non-office environments and are not allowed. At a minimum, protective footwear shall comply with American Society for Testing and Materials (ASTM) standard F2413-05.

If a visitor does not have the appropriate footwear he/she:

- Shall be accompanied at all times by a Company member while in operating areas, and may not enter areas within facilities where hazards to the feet may occur. *no open toe or high heeled shoes shall be worn outside of office/administrative areas regardless of escort*
- Additional foot protection, such as metatarsal guards, may be required based on the workplace hazard assessment.

Hand Protection

Work Gloves are recommended in all areas and are required where the hazard assessment has identified a danger to the hands caused by sharp, piercing objects, chemical hazards, electrical, burns and harmful temperature exposure, etc. Specialty gloves, such as those used for chemical, electrical or thermal protection, shall be approved for that particular type of hazard. Rubber gloves shall be used while working on or near energized parts or energized conductors, and shall be used in conjunction with leather protectors.

Rubber gloves and sleeves must comply with ASTM D120, IEC903 and NFPA 70E.

Rubber gloves are divided into three classes;

Class 0 gloves are to be used on voltages not exceeding 750 volts phase-to-phase.

Class 2 gloves are to be used on voltages not exceeding 15,000 volts phase-to-phase.

Class 4 gloves are to be used on voltages not exceeding 34,500 volts phase-to-phase.

Rubber sleeves are to be used on voltages not exceeding 30,000 volts phase-to-ground, and considered for occasional brush contact only protection.

Additional PPE Information

This is not an all inclusive list. This list is a minimum requirement based on a general hazard assessment of our facilities. Additional or different level of PPE may be required depending on the Job Hazard Analysis. Please communicate with appropriate foremen or supervisors for guidance.

Confined or Enclosed Spaces: Entrants into a confined or enclosed space shall comply with all requirements of 29 CFR 1910.146, and 29 CFR 1910.269.

Fall Protection: If exposed to a fall potential of six (6) feet or greater employees shall wear appropriate fall protection, which is generally a full-body harness although safety belts (lineman's belt) may be used for positioning by qualified climbers.

Assisting/Observing Switching in Power Delivery: If within ten (10) feet of a switching operation, an employee observing the operation shall have on the same PPE as the employee performing the switching. If the task is performed in an enclosed space or excavation, all personnel in the space shall wear the same PPE worn by the employee-performing switching.

Inclement Weather conditions: The use of additional PPE including but not limited to "spikey", "Yak Trax" or grit bottom boots/overshoes is required when working on ice or snow covered surfaces. Proper clothing shall be worn to protect against extreme cold, frost bite, wind chills, hypothermia, heat, over-exposure to sun and hyperthermia.

Personal Flotation Device (Life Jackets)

Life Jackets must be a type 1 PFD and meet all US Coast Guard Standards.

Life Jackets must be worn any time members are required to work out of boats or have significant exposure to accidental submersion.

DO NOT WRITE BELOW THIS LINE - FOR OGE INTERNAL USE ONLY.

All REQUIRED ITEMS for all Business Units (#1, 2, &3) met?

YES NO

REQUIRED ITEM for Power Delivery if Electrical Lineman Work (#7) met?

YES NO

REQUIRED ITEM for Enogex (#15 & 16) met? If performing work on DOT Pipeline

YES NO

TOTAL SCORE

All required items must be met and total score must be equal to or greater than 30 (out of a possible 41) to be approved. If any "required item" is not satisfied, or the score falls below 30, consult EH&S Department for further evaluation.

- APPROVED
- APPROVED WITH RESTRICTIONS _____
- NOT APPROVED

NAME

TITLE

DATE

OGE Energy Corp Supplier Qualification Survey Profile



ALL SECTIONS OF THIS PROFILE THAT ARE SHADED LIGHT BLUE ARE REQUIRED TO BE COMPLETED. IF THIS INFORMATION IS MISSING IT MAY DELAY THE PROCESSING OF THIS SURVEY.

Legal Name											Public <input type="radio"/>	Private <input type="radio"/>			
Doing Business As											Year of foundation				
DUNS number	Federal Tax ID Number <i>Provide a copy of the W-9</i>			Company Type		Sole Proprietor <input type="radio"/>		Partnership <input type="radio"/>	Inc <input type="radio"/>	LLC <input type="radio"/>	Not for Profit <input type="radio"/>				
NAICS/SIC Codes						Webpage									
What is Being Provided to OGE Energy Corp	Will your company be providing: Materials/Goods <input type="radio"/> Services <input type="radio"/> Both <input type="radio"/>			If your company is providing a service will your company representative travel away from their assigned work location to provide the service? <input type="radio"/> Yes <input type="radio"/> No			Is your company providing professional services such as engineering, archaeological or surveying? <input type="radio"/> Yes <input type="radio"/> No		Provide a brief description of what will be provided						
	If you answered yes to either of these questions, Insurance certificate(s) are required. Consult the Insurance Requirements tab of this file and include Insurance Certificate(s) when submitting this form.														
Payment terms	OGE Energy Corp. default payment terms are 2%, 10, Net 45 Days. Enter exceptions to these terms in the comments field below. See the full OGE Energy Corp. Terms and Conditions in the OGE Energy Terms and Conditions tab in this Microsoft Excel file.														
Address to Receive Purchase Orders															
Contact Name				Phone Number				Fax Number							
Entity Name and Address for Accounts Receivable															
Incoterm(s) used												<i>according to Incoterms 2000</i>			
Quality, EHS or Safety Certification (check all that apply)	N/A <input type="checkbox"/>	ISO 9001 Quality <input type="checkbox"/>	QS9000/TS16949 Automotive Quality <input type="checkbox"/>	ISO 14001 Environmental <input type="checkbox"/>	OHSAS 18001 Health & Safety <input type="checkbox"/>	ISO 26000 (Self Compliance Only) Sustainability <input type="checkbox"/>		ISO 27001 Information Security <input type="checkbox"/>	Other (list/explain) <input type="checkbox"/>						
Warranty	Please enclose evidence of system certification from registrar or certifying agency.														
Small Business or Minority Certification (check all that apply to your business). For additional information consult the Supplier Diversity Criteria tab of this file.	No (10) <input type="radio"/>	Yes <input type="radio"/>	Alaska Native Male Owned (07) <input type="checkbox"/>	Alaska Native Female Owned (07) <input type="checkbox"/>	Asia/Pacific Male Owned (07) <input type="checkbox"/>	Asia/Pacific Female Owned (07) <input type="checkbox"/>	Black Male Owned (07) <input type="checkbox"/>	Black Female Owned (07) <input type="checkbox"/>	Historically Black College/University or Minority Institution (03) <input type="checkbox"/>		Hispanic Male Owned (07) <input type="checkbox"/>				
	Hispanic Female Owned (07) <input type="checkbox"/>	Hubzone Small Business (04) <input type="checkbox"/>	Native American Male Owned (07) <input type="checkbox"/>	Native American Female Owned (07) <input type="checkbox"/>	Male Owned Small Business (09) <input type="checkbox"/>	Female Owned Small Business (02) <input type="checkbox"/>	Veteran Owned Small Business (05) <input type="checkbox"/>	Disabled Veteran Owned Small Business (06) <input type="checkbox"/>	Woman Owned Business (not small) (08) <input type="checkbox"/>						
Contacts for OGE Energy Corp. (Supplier's Personnel)															
CEO/President						Vice President of Operations/General Manager									
Vice President of Sales						Quality Manager									
Engineering/Technical Manager						Other (precise)									
Current OG&E Contracts	Are you currently working under any written contracts with OG&E?		<input type="radio"/> No <input type="radio"/> Yes		If yes, please list them.										
Comments															
Section Below is for OGE Enterprise Supply Chain Use Only															
Enterprise Supply Chain Requesters are to complete all sections below except Purchasing Supplier Number prior to submission to Add Vendor or Procurement Inbox.															
Requested by											Date				
Phone Number						Purchasing Organization			Purchasing Group						
Reason for Request	Change to Existing Information <input type="radio"/>		New Supplier <input type="radio"/>		Supplier Classification (drop down box)			Company Code Using Supplier (drop down box)							
	Tax Code of Supplier (drop down box)		Is Insurance Required? Yes <input type="radio"/> No <input type="radio"/>		Is this a Green Flag? Yes <input type="radio"/> No <input type="radio"/>		Reason for Green Flag (drop down box)								
Agreed to Payment Terms	<input type="radio"/> Default - 2%, 10, Net 45		<input type="radio"/> Other (specify terms)									Auto Fax: Yes <input type="radio"/> No <input type="radio"/>		Auto Fax to: E-mail <input type="radio"/> Fax <input type="radio"/>	
Certification Level	Rejected <input type="radio"/>	RFQ <input type="radio"/>	Transactional/Approved <input type="radio"/>		Preferred <input type="radio"/>		Strategic Alliance <input type="radio"/>								
Contractor Safety Status	<input type="radio"/> Not Applicable		<input type="radio"/> Approved		<input type="radio"/> Approved with Restrictions		<input type="radio"/> Not Approved		Contractor Safety Expiration		DOT Qualified (Enogex) <input type="radio"/> Yes <input type="radio"/> No				
Purchasing Supplier Number:			Date:												

Criteria to be Listed as a Diverse Supplier

Please review the criteria below to determine which categories may apply to your business. It is possible that more than one category applies. Please review the criteria below and indicate on the supplier profile which categories apply to your business.

Criteria

The criteria for a minority supplier is that the company is at least 51% owned, controlled and operated by one or more U.S. Citizens from one of these minority groups:

1	African Americans	Having origins in any of the Black African racial groups.
2	Asian Americans	Having origins from India, Pakistan, Bangladesh, Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, or Guam
3	Hispanic Americans	Having origins from Mexico, South or Central America
4	Native Americans	Having origins in any of the following: American
5	Service Disabled Veteran Owned Business	Management and daily operations must be controlled by one or more service disabled veterans.
6	Veteran Owned Business	Management and daily operations must be controlled by one or more veterans.
7	Historically Black College or University or other Minority Institution	An institution that meets the requirements of Federal Regulation 34 part 608.2 or Section 1046(3) of the Higher Education Act of 1965 which also includes Hispanic serving institutions of higher education as defined by Section 316(b)(1) of the Act.
8	HUBzone	A business that meets the requirements of Federal Regulation 13 (126) Subpart B for businesses that reside in Historically Underutilized Zones (HUBzones). (Maintain a principal office in a HUBZone & ensure 35% of its employees reside in a HUBZone). To see the map of HUBZones visit http://map.sba.gov/hubzone/init.asp
9	Small Business	A business that meets the requirements of Federal Regulation 13 (121). (Eligibility is based on either sales in dollars or number of employees within each NAICS code). The SBA maintains these tables that can be accessed through the SBA website www.sba.gov
10	Small Disadvantaged	A business that meets the requirements of categories 1 – 4 above and the personal net worth of each individual upon whom certification is based does not exceed \$750,000. As of Oct 1, 2008 this is a self certification. The SBA no longer provides this certification for new participants.

If there are any questions or if assistance is needed please send an e-mail with your question to addvendo@oge.com