



Solicitation Cover Page

1. **Solicitation #: 691**
2. **Solicitation Issue Date: 10/5/23**
3. **Brief Description of Requirement:**

Safety Footwear, Clothing & Eyewear

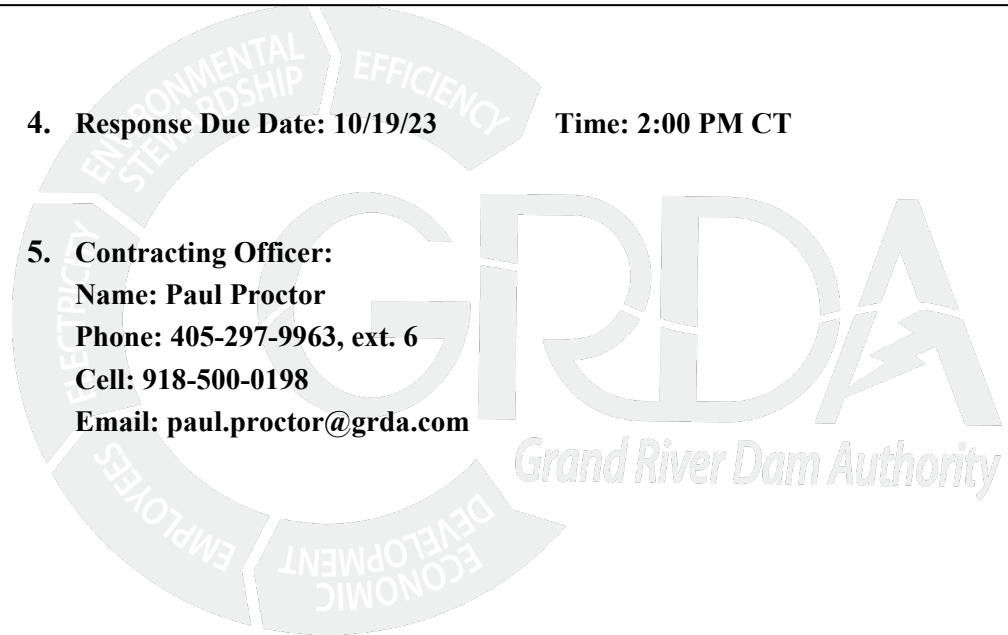
4. **Response Due Date: 10/19/23** **Time: 2:00 PM CT**

5. **Contracting Officer:**
Name: Paul Proctor
Phone: 405-297-9963, ext. 6
Cell: 918-500-0198
Email: paul.proctor@grda.com

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This is a standard bid process. Please submit your bid via email to paul.proctor@grda.com by Thursday, October 19, 2023, at 2:00 PM CST. All questions must be submitted in writing via email to paul.proctor@grda.com by Tuesday, October 17, 2023, at 2:00 PM CST.

A completed non-collusion certificate is required and must be submitted with your bid if pricing is over \$5,000.00. This RFQ form must be signed by an authorized representative of your company in the space provided in the lower right-hand corner of the form.

EVALUATION

This contract may be awarded to multiple vendors. The award to the successful bidder will be based on the best value bid received that meets the specifications listed below and the requirements herein. This will include, but is not limited to the following items in no order of preference:

1. Compliance with technical specifications
2. Price
3. Quoted delivery time of products
4. Warranty length & coverage (if applicable)
5. Policy for repairs and adjustments and associated costs
6. Optional lens treatments (eyewear)
4. Locations of production and maintenance facilities
5. Previous history of products and performance with GRDA, if applicable. Please provide at minimum two references which have used your company for similar products and services within the last two years.
6. Acceptance of GRDA's Terms & Conditions

Preference will be given to vendors with multiple brands and models available for distribution at the time of sizing, embroidering (required), who can accommodate multiple concurrent employees for sizing, who accept multiple forms of payment, and who can schedule regular site visits throughout the year to accommodate rotating shifts, and employee changes. Items that are unavailable at the time of sizing need to be delivered to a GRDA warehouse for receiving purposes.

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Preference may be given to vendors that accept EPay as method of payment if analysis estimates that such appears to result in a lower cost to GRDA. Additional payment terms may also be taken into consideration in the analysis process.

******* Please read the General Bidding Instructions attached to this RFQ for further instructions. *******

CONTRACT DETAILS

BLANKET AGREEMENT PERIOD

The blanket agreement is for a 12-month period, commencing January 1, 2024, or date of award (whichever is later), and ending December 31, 2024. The blanket agreement will be automatically renewed at the same terms and conditions for up to five (5) one-year option periods unless canceled by either party in writing.

BLANKET AGREEMENT TYPE & PRICING

This is a firm, fixed price or fixed percent discount, indefinite delivery, and indefinite quantity blanket agreement. GRDA may, or may not, buy the quantity mentioned in this blanket agreement. Any reference to quantity provided in the blanket agreement is an estimate only and shall not serve to obligate the GRDA to purchase any minimum quantity, nor shall any such reference serve to establish any maximum quantity that the vendor is required to furnish.

The vendor must clear all shipments, if applicable, with the GRDA prior to shipping any portion of this blanket agreement. Pricing as submitted shall contain all direct and indirect costs associated with unit price, e.g., insurance, fees, taxes, profit, overhead, general and administrative expenses. All travel expenses to be incurred by the vendor in performance of the blanket agreement shall be included in the total bid price/agreement amount.

CANCELLATION CLAUSE

Termination. GRDA may terminate this Contract at any time and for any reason by providing notice in writing to Contractor.

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CONSENT TO MANDATORY CONTRACT TERMS

Bidder agrees that it will comply with and be bound by the following terms with respect to any rental equipment supplied to GRDA under this RFQ:

1. Enforceability and Order of Interpretation. These contractual terms are binding and enforceable upon any transaction arising from or related to this RFQ. By submitting a Bid, the Bidder agrees to be bound by these terms with respect to any such transaction. These terms cannot be amended absent the signed, written consent of both parties. For GRDA, no such amendment may occur absent the signed, written consent of the CEO or COO. No language in any purchase order or rental contract will amend these terms. In the event of any conflict between these terms and any other terms arising from or related to this RFP, these terms will control.
2. Delivery Requirements. GRDA will have the option to pick-up product at the vendor's location, or have the equipment delivered to a GRDA location of GRDA's choosing.
3. Invoice/Receipt Requirements. Vendor to provide a copy of the signed itemized invoice/receipt to GRDA that will include date of order, description of item ordered, manufacturer's model and part number, quantity ordered and quantity shipped, price of each item, total of order and balance due (including all additional fees), employee's name & anticipated delivery date. Vendor to provide a receiving document including the employee authorization signature; and ordering summary reports as requested (showing GRDA employee ordering summaries for review). **Invoices/Receipts must be sent to GRDA within 48 hours of the date of purchase, including credit receipts if applicable.**
4. Tax Exemption. GRDA is Oklahoma state agency and is exempt from all state taxes. It is the vendor's responsibility to remove all tax charges on purchases.
5. Declining Balance (DB) Card Requirements. GRDA employees will be purchasing approved products from a declining balance card. It is the vendor's responsibility to not spend over a GRDA employee's declining balance card limit. GRDA employee will be responsible to pay for any overages on the card (with applicable taxes).
6. On Location Requirements. Vendor(s) to provide a brick-and-mortar store in the Mid-American Industrial Park; or a truck/trailer to visit GRDA facilities (including the Grand River Energy Center in Chouteau, OK; the Transmission Headquarters in the Mid-America Industrial Park in Pryor, OK); during pre-designated & regularly occurring days and times to provide fitting, ordering, and services in support of this program. Vendor will not use fittings as an opportunity to sell or market additional services or products.

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7. Governing Law and Jurisdiction. The laws of the State of Oklahoma will apply to any claims arising from or related to this RFQ. The state district courts of Mayes County, Oklahoma, will have the exclusive venue to resolve any such claims.

8. Force Majeure. Neither party will be liable for failure to perform any obligation or for delay in performance resulting from or contributed to by any cause beyond the control of the party or its suppliers if such cause was not reasonably foreseeable, or from any act of God; act of civil or military authority; declared act of war; insurrection or riot; sabotage; terrorist activities; fire; earthquake; flood; embargo; declared national fuel or energy shortage; or unpreventable delay or accident in shipping or transportation. Force Majeure may not be claimed due to economic factors, including, but not limited to, changes in the cost of materials or labor, tariffs, taxes, or governmental regulations.

9. Record Retention and Audits. Bidder will, at all times during the term of the agreement and for a period of five (5) years after the completion of the agreement, maintain and make available for inspection and audit by GRDA and/or the Oklahoma State Auditor, all books, supporting documents, accounting procedures, practices, and all other items relevant to the agreement.

10. GRDA General Terms & Conditions. Additional terms and conditions not covered in this section by GRDA's general terms and conditions (included at the end of the solicitation) will also govern this contract.

I certify that the terms & conditions listed in these "Mandatory Contract Terms" will be binding upon Bidder with respect to any product/service provided under this RFQ.

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Bidder: _____

Date: _____

(Print)

(Signature)

Title: _____



SPECIFICATIONS

This contract may be awarded to multiple vendors. Awarded vendor(s) will perform covered services under the terms of this agreement.

Vendor will provide pricing based on a discount from a manufacturer's price list or catalog with indefinite quantities. Electronic Catalog and/or price lists must accompany the proposal. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Multiple percentage discount structure is also acceptable, but different discount percentages must be specified.

Additional pricing and/or discounts may be included. Each service proposed is to be priced separately with all ineligible items identified. Vendors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories.

Vendors must provide a list of store locations that the contract will be applicable, including addresses and a point of contact for each location. Vendors must note if they will be providing a brick-and-mortar store, or a truck/trailer at GRDA location.

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CLOTHING AND FOOT WEAR

Safety Footwear & Cushioning Shoe Inserts

Footwear, Safety-Toe, or Composite Muck Boots, to only include those models that are designed to meet the requirements of NFPA70E; that achieve an Electrical Hazard (EH) rating in accordance with ASTM F2413-11 indicating the footwear is non-conductive as tested and confirmed by an independent testing laboratory, and Standard Specification for Performance Requirements for Protective (Safety) Toe Cap Footwear.



Vendor to only provide insole/insert products that contain the American Podiatric Medical Association Seal of Approval/Acceptance; the site containing this information is located at: <http://www.apma.org/learn/CompanyProductsList.cfm?navItemNumber=545>.

Flame Resistant Clothing

Type of products: Shirts, pants, outerwear, high visibility, and fire-resistant garments in accordance with NFPA 70E. Clothing should comply with the requirements of the “Code of Federal Regulations 1910.269” relating to Electric Power Generation, Transmission and Distribution.

Cotton Workwear – Non Flame-Resistant

Type of products: Non flame-resistant shirts and jeans must be 100% cotton.

Embroidery Service

Embroidery with the official GRDA logo must be completed to all top apparel purchased. Please give an estimated processing time from purchase to pickup of items embroidered. Placement of Logo will be to the upper left chest area, and a drawing of the logo has been provided for reference.

PRESCRIPTION SAFETY GLASSES

Vendor to provide prescription safety glasses as needed by employees. Services to include:

Review of employee prescriptions; measuring for fit; provision of prescription safety glasses meeting ANSIZ87+, including at least 25 frames (for both men and women) from which employees can choose, and some frame selections that have no metal components.

Eyewear shall have side-shield protection (may be removable); vendor shall warrant all eyewear against defects or errors related to design, manufacture, assembly, and other potential failure modes. Customer Support must be provided for any questions and concerns related to eyewear.

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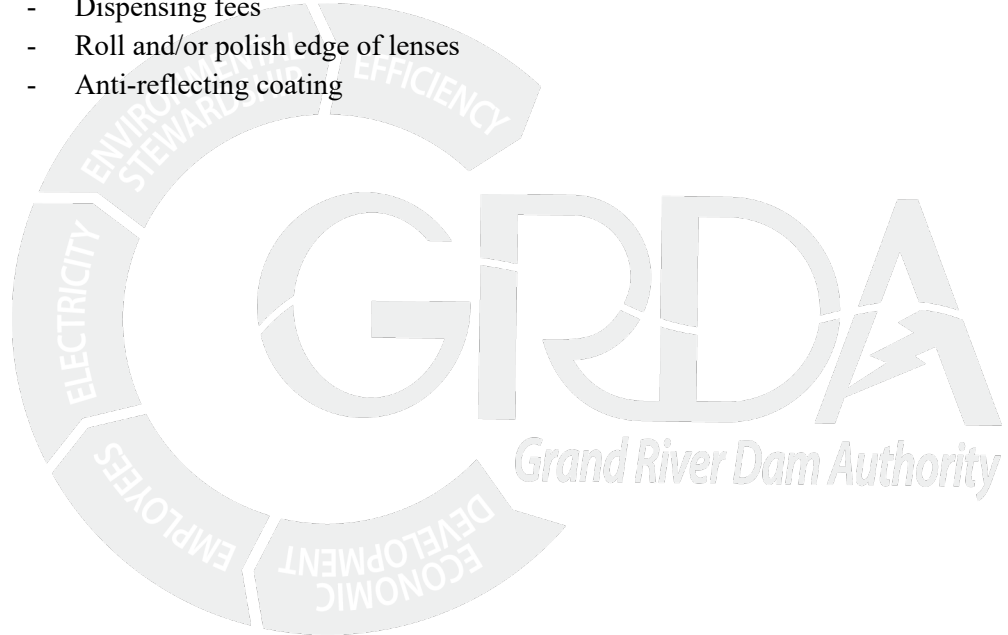
Vendor to provide percentage discount on pricing to cover the following items (but not limited to):

- Lenses – polycarbonate
- Lenses - Single Vision, bifocal, tri-focal
- Frames - Cost by manufacture and model number
- Scratch coats
- Ultraviolet protection
- Photogrey/transition
- Polarized lenses
- Side shields
- Higher power prescriptions
- Dispensing fees
- Roll and/or polish edge of lenses
- Anti-reflecting coating

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GRDA

Grand River Dam Authority

GRIDA

The logo consists of the letters G, R, D, and A arranged in a row. Each letter is split horizontally. The top half of each letter is green, and the bottom half is blue. The letters are bold and have a modern, sans-serif style. The 'G' is on the left, followed by 'R', 'D', and 'A' on the right. The 'A' has a unique shape with a pointed top and a wide base.

GRDA

Grand River Dam Authority

GRDA
GRDA



GRDA payment options are EPay (Preferred payment method) or ACH

Only one form is required to be completed and returned.

GRDA Visa Payment (EPay Program)

NOTE: This is not a credit card payment at time of sale (POS transaction). It is an electronic VISA payment after an invoice has been submitted and processed for payment. Payment terms on VISA payments are in accordance with those agreed upon on the solicitation and the resulting PO/Contract.

When a vendor elects to accept payment by EPay, the vendor will be assigned a 16-digit ghost account number (no physical plastic) which remains at a zero credit limit until an invoice is received from the vendor and processed by GRDA Accounts Payable. Once an invoice from a vendor has been processed for payment the vendor will receive a secure remittance advice via email providing the invoice information and full card account information authorizing the vendor to run the card and post the transaction at which time the account credit limit will return to zero until the next payment.

To learn more about the benefits of the Visa payment program, and to obtain answers to FAQ, click or copy and paste the following URL into your browser:

www.bankofamerica.com/epayablesvendors.

Will accept payment by Visa: Yes No (check one)

Visa acceptance signature: _____

Designated Accounts Receivable Contact for Visa remittance advices:

Name: _____

Phone: _____

Email: _____

If a vendor elects to not accept EPay as the payment method, additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be for discounts for payment to be made no less than ten (10) days and may increase in five (5) day increments up to thirty (30) days. Discounts offered must be in half or whole percent increments. The date from which the discount time is calculated shall be the date of a valid invoice. An invoice is considered valid if it is sent to the proper recipient, the invoiced goods or services have been received, and the invoice includes sufficient detail as identified in the solicitation.

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ADMINISTRATION
PO Box 669
Chouteau, OK 74337

GRDA Request for ACH Transaction and Authorization Form

This form does not need to be filled out if you accept EPay as the form of payment. If this form has already been provided to GRDA and you are currently being paid by ACH you do not have to fill the form out again.

This form has previously been provided to GRDA. YES:

Thank you for providing the following information as GRDA moves toward a more efficient method of ACH as the payment method to our vendors. Please add the ACH routing and account number to future invoices if possible.

Vendor Information

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____

Phone: _____

Send EFT Email Remittance Advice Yes No

If yes, please include email address: _____

ACH Delivery:

Bank Routing Number: _____

Account Number: _____

Bank Name: _____

Bank Address: _____

City: _____ State: _____ Zip Code: _____

Beneficiary Name: _____

Vendor verification signature: _____

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Thank you for your business!

Sincerely,

Accounts Payable Department,
Accounts.payable@grda.com



REQUEST FOR QUOTE # PCRFQC-000691

RFQ # PCRFQC-000691
NstkSvc

Q&A Deadline: 10/10/2023 2:00 PM
Closing Date and Time: 10/12/2023 2:00 PM

VENDOR INFO:

VENDOR #:
NAME:
CONTACT:
ADDRESS:
EMAIL:
PHONE:
FAX:

REPLY TO:
Paul Proctor
paul.proctor@grda.com

PHONE: (918) 500-0198
FAX: () -
EMAIL: paul.proctor@grda.com

NOTES:

LINE ITEM NUMBER	DESCRIPTION	COMMODITY CODE	QUANTITY	UNIT	UNIT PRICE	LINE COST	LEAD TIME
46181500		46181500					

Safety apparel: Clothing, Shoes & Eye Wear.
See specifications above for detailed requirements.

Pricing to be submitted as a percentage discount on all qualified item types, except for the embroidery fee.

Safety Footwear and Shoe Inserts % Discount: _____

Flame Resistant Clothing % Discount: _____

Cotton Work Wear (Non-Flame Resistant) % Discount: _____

Embroidery Fee: _____ Estimated Processing Time: _____

Safety Glasses % Discount: _____

Site : NstkSvc Warehouse : NstkSvc

NOTE: All prices must be quoted FOB: Destination. All freight charges to delivery point must be included in the unit price quoted for each line item. All packaging, handling, delivery and any other surcharges must also be included in the price quoted for each line item.

PAYMENT TERMS: _____

QUOTE EXPIRATION DATE: _____

QUOTATION NUMBER: _____

QUOTED BY (please print): _____

COMPANY NAME: _____

SIGNATURE: _____

DATE OF QUOTE: _____

SHIP TO:
Grand River Dam Authority
P.O. Box 669
Chouteau, OK 74337
USA

THIS IS NOT AN ORDER. We would be pleased to receive your quotation for furnishing the above. This form must be completed in full (including signature) and returned by the due date indicated. You may attach additional pages if necessary. If attached, the Non-Collusion form must be completed and returned with your quotation. All articles purchased hereunder shall be in accordance with the Bidding Procedures and General Terms & Conditions contained on the attached sheets.

INSURANCE REQUIREMENT “B”

MINIMUM INSURANCE REQUIREMENTS

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury	\$500,000.00 per person \$1,000,000.00 per occurrence
Property Damage	\$1,000,000.00 per occurrence

COMPREHENSIVE AUTOMOBILE LIABILITY

Should include owned, non-owned and hired autos

Same limits as General Liability

WORKERS' COMPENSATION

As required by the laws of the State of Oklahoma and Employers' Liability limit of \$100,000.00

These limits could be satisfied by either primary coverage or a combination of primary and umbrella coverage.

A Certificate of Insurance must accompany bids on any work to be performed for GRDA.

The Certificate of Insurance must show the name and address of the insured, the GRDA Purchase Order number and/or description of the job to be performed for GRDA, limits of coverage, policy number, effective and expiration dates, etc. The cancellation clause must provide that the Authority is to receive ten (10) days written notice prior to cancellation or to the making of any material change. The successful bidder must inform the insurance agent to submit a revised Certificate of Insurance at renewal of the coverage if the GRDA work will extend until that time.





GRAND RIVER DAM AUTHORITY

NON-COLLUSION CERTIFICATE

RFQ / RFP # _____

A Non-Collusion Certificate shall be included with any competitive bid or contract submitted to the Authority for goods or services exceeding \$5,000.00 (but not exceeding \$50,000.00), with the exception of those for the purpose of repairs and improvements to GRDA facilities.

A. For purposes of competitive bid or contract, I certify:

1. I am the duly authorized agent of _____, (Company Name),
the bidder submitting the competitive bid which is attached to this statement, 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 contractor, nor anyone subject to the bidder's or contractor'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, whether competitively bid or not, 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.

B. The contractor further certifies that no person who has been involved in any manner in the development of said contract while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under said contract.

C. If any contract pursuant to this bid is for professional services as defined in 74 O.S. § 85.2.25, and if the final product is a written proposal, report or study, the contractor further certifies that (s)he has not previously provided the state agency or any other state agency with a final product that is a substantial duplication of the final product of the proposed contract.

Authorized Signature

Certified this Date

Printed Name

Title

Telephone Number

Fax Number

E-Mail

**Grand River Dam Authority is an agency of the State of Oklahoma.
Administrative Headquarters • 226 West Dwain Willis Avenue • Vinita, Oklahoma 74301 • 918-256-5545**

**GENERAL BIDDING INSTRUCTIONS
FOR STANDARD & EMERGENCY BIDS**

****PLEASE REVIEW THE
EXCEPTION STATEMENT AT THE
END OF THE RFQ PACKET****



GRAND RIVER DAM AUTHORITY

1. Bids shall be submitted to the designated purchasing agent at the Grand River Dam Authority (hereinafter referred to as "GRDA" or "the Authority") at the address on the attached RFQ or RFP form on or before the date (and time, if applicable) indicated. Bids shall be in conformity with these and any additional instructions to bidders and shall be submitted on GRDA's form. **The RFQ (Request for Quote) or RFP (Request for Proposal) form must be completed in full and signed by the bidder.** If your bid response necessitates additional space, you may attach additional pages; however, the RFQ or RFP form must be completed, signed and reference the additional pages. All bid responses shall be typewritten or handwritten in ink, and any corrections to bids shall be initialed in ink. Quotations or proposals submitted in pencil shall not be accepted.
2. Quotations or proposals may be submitted to GRDA via postal mail, delivery service, and e-mail, provided all required signatures can be transmitted successfully.
3. **Non-Collusion Certificate:** RFQs or RFPs anticipated to exceed a total amount of \$5,000 shall be accompanied by a Non-Collusion Certificate. This certificate shall be completed by the bidder and include a signature in ink of an authorized company representative (preferably the bidder) with full knowledge and acceptance of the bid proposal. Purchase orders in excess of \$5,000 will not be released to the successful bidder without receipt of a properly signed certificate for the bid.
4. In the event the unit price and line total extension do not agree, the unit price shall be considered the quoted price accepted for evaluation.
5. **Freight Terms:** All prices shall be quoted FOB: Destination/Freight Allowed. All packaging, handling, shipping and delivery charges shall be included in the unit price quoted for each line item. No exceptions shall be granted unless approved by the guidelines of the GRDA Chief Financial Officer or designee.
6. **Other Surcharges:** Any additional surcharges (such as HazMat charges, fuel surcharges, set-up fees, etc.) shall be included in the unit price quoted for each line item. All additional charges are considered a part of the cost of the goods, and bids shall be evaluated to include these additional charges.
7. **Tax-Exempt Status:** GRDA is an agency of the state of Oklahoma and is specifically exempt from the payment of sales tax by Oklahoma state statute, Title 68 O.S.A. § 1356 (10). An excerpt from the statute shall be furnished upon request.
8. **Questions arising during the bidding process should be submitted via email to the GRDA purchasing agent named on the RFQ or RFP.** The GRDA purchasing agent shall coordinate a reply from the end user to ensure that all potential bidders are provided the same information. Under no circumstances shall a bidder discuss pricing with any GRDA employee prior to the bid opening.
9. All bids submitted shall be subject to GRDA's Purchasing Policy and Procedures, General Terms and Conditions, the bidding instructions and specifications, the Oklahoma Open Records Act, other statutory regulations as applicable, and any other terms and conditions listed or attached herein – all of which are made part of this Request for Quote or Request for Proposal.
10. GRDA reserves the right to waive any informalities, reject any and all bids, and to award a contract, as applicable, in the best interests of the Authority. All bid responses become the property of GRDA and are subject to the Oklahoma Open Records Act. GRDA shall endeavor to protect technical information designated by the bidder as proprietary information; however, only technical information (i.e., "trade secrets") may be considered proprietary – pricing and other non-technical aspects of the quote shall be considered non-proprietary.
11. **"Sole Brand" or "No Sub" Items:** Items with a "Sole Brand" or "No Sub" designation in the description shall be furnished as the specified manufacturer and model/part number. No exception may be taken to the specification, and no alternate shall be accepted. In those cases where a manufacturer has discontinued the specified model/part number, the bidder shall indicate so on the RFQ. If a replacement item is available, the new model/part number shall be indicated on the RFQ form and the price quoted. It shall also be noted whether the replacement item is a direct replacement for the obsolete part number originally requested. If not, or if the specifications differ in any way, the bidder shall explain in detail, and corresponding drawings or descriptive literature shall be included with the quote.

12. **Approved Equivalents:** Unless an item is designated as a “Sole Brand” or “No Sub” item, any manufacturer’s name, brand name, information and/or catalog number listed in a specification is for informational or cross-reference purposes and is not intended to limit competition. Bidders may offer any brand/manufacturer for which they are an authorized representative, provided it meets or exceeds the specification of the listed item. However, if quoting an equivalent product, bidders shall indicate on the RFQ form the manufacturer’s name and part number. Bidder shall also submit any drawings, descriptive literature and specifications for evaluation purposes. Reference to literature submitted with a previous bid shall not satisfy this provision. The bidder shall also provide written confirmation that the proposed equivalent will meet the requested specifications and is not considered an exception. Bids which do not comply with these requirements may be rejected. GRDA warehouses are not permitted to accept any item with a part number differing from that quoted by the bidder. Bids lacking any written indication of intent to furnish an alternate brand, model or part number shall be considered to be in complete compliance with the specifications as listed on the RFQ.
13. **Insurance Certificates:** Any service to be performed that requires the vendor’s employees, vehicles or equipment to be on any GRDA property must be covered by minimum insurance requirements. The work scope to be performed for the Authority shall be evaluated and the minimum insurance requirements shall be provided to prospective bidders with the RFQ or RFP. Evidence of insurance coverage shall be furnished in the form of a Certificate of Insurance, and shall be submitted with the bid response. Bidders shall disclose any subcontractors to be used, and the Authority shall consider the supplier as the single point of contact. The supplier shall assume responsibility for the performance of the subcontractor. Policies shall remain current for the duration of the requested service period, and GRDA shall be notified of any cancellation or revision to policies. Purchase Orders shall not be released to the successful bidder without a current Certificate of Insurance naming GRDA as certificate holder on file. A Memorandum of Insurance shall not be acceptable for this requirement.
14. **MSDS:** Material Safety Data Sheets shall be furnished to GRDA’s Safety Department at the address noted on the PO prior to delivery of items.
15. **Purchase Orders** shall be awarded to the “lowest and best” or “best value” bidder. Line items may be split into multiple orders, taking low items from each respective bidder, or orders may be awarded on an “all or none” basis, whichever is in the best interests of the Authority. Award decisions are further subject to consideration of any additional terms and conditions contained in the bid proposal. Vendor protests must be submitted in writing to the Central Purchasing Unit of GRDA within thirty-six (36) hours of award of Contract or Purchase Order.
16. Successful vendor shall deliver the merchandise or perform the service as quoted. Substitutions or changes without prior approval of the GRDA purchasing agent shall be rejected and returned at the vendor’s expense.
17. **Bidder Responsibilities:** Bidders are to transact all phases of the purchasing function directly with the GRDA purchasing agent. Bidders are to conduct all written and verbal communication with the Authority through the GRDA purchasing agent. Bidders are to conduct negotiations ethically, without attempts to influence through offers of gifts or entertainment. Bidders are to make available as requested any technical information which might be of benefit in the bid evaluation.
18. **Supplier List:** The Finance Department maintains a current listing of suppliers with a cross-reference as to products and services offered. Suppliers may have their names added to the list by submitting a completed Vendor Registration/Payee Application, and shall notify the Authority of any updated information. Suppliers who do not meet quoted shipping dates or lead times, supply products or services of poor quality, substitute items of unequal quality, continually over-ship or under-ship items, or do not invoice properly may be placed under suspension or disqualified from the active supplier list. Suppliers may voluntarily request to be removed from the supplier database.
19. **Service Contracts:** 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) available at www.dhs.gov/E-Verify. This shall remain in effect through the entire term, including all renewal periods, of the contract. The State may request verification of compliance for any contractor or subcontractor. Should the State suspect or find the contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

GENERAL TERMS AND CONDITIONS



Any contract or purchase order (PO) issued by the Grand River Dam Authority (GRDA) is expressly conditioned upon Seller's assent to these terms and conditions. Any order issued or filled by Seller shall be deemed to constitute Seller's assent to these terms and conditions. GRDA must give its express written consent to all additional terms submitted by Seller and all modified terms proposed by Seller.

1. Email, mail, or deliver all invoices or correspondence pertaining to the payment of this PO/ Contract to: Accounts Payable Department at accounts_payable@grda.com or Grand River Dam Authority, P.O. Box 669 Chouteau, Oklahoma 74337. Seller shall provide an invoice which is in accordance with the terms of the appropriate PO/Contract and applicable state or federal statutes, including but not limited to such documentation as may be required to demonstrate that the task has been achieved. Seller shall submit invoices accompanied by complete supporting documentation for shipping costs. If shipment is not made by routing instructions as specified on the face of this PO/Contract, GRDA has the right to deduct any excess transportation charges resulting therefrom. Copy of original freight bill must be supplied for payment if freight charge is in excess of \$500.00. Time, in connection with any discount offered, will be computed from date of delivery of items or services, or from date the correct invoice is received at GRDA Headquarters in Chouteau, Oklahoma, whichever period of time is the later date. No Oklahoma State Sales or Use Tax shall be paid by GRDA.
2. GRDA has the right to inspect articles, materials, and supplies before and during manufacture and upon arrival at destination and to return for full credit and/or refund, at Seller's sole risk and expense, including all transportation and storage charges, all items found defective or furnished contrary to instructions and/or specifications contained herein.
3. In case of default by Seller, GRDA may procure the items or services from other sources. Seller agrees to be responsible for any excess cost occasioned thereby; provided, that if necessity requires the use of items not conforming to specifications, they may be accepted, and payment made at a proper reduction in price. Notwithstanding anything herein to the contrary, GRDA reserves the right to terminate this PO/Contract for its convenience. In the event of such termination, GRDA shall pay and Seller shall accept the reasonable value of all work performed and items delivered by Seller up through the effective date of such termination.
4. Seller represents and warrants that all items and/or services furnished under this PO/Contract will (a) conform to the specifications, drawings, samples or other description furnished by GRDA, or any revisions thereof;(b) be merchantable of good material and free from defect in workmanship, material, and design; (c) be fit and sufficient for the purpose intended; (d) satisfy any performance guarantee requirements as specified herein by GRDA; (e) be free and clear of all liens, security interests or other encumbrances; (f) not infringe or misappropriate any third party's patent, copyright, trademark, or intellectual property rights.; (g) Seller shall implement all necessary physical and cyber security measures to fully insure that GRDA's data is only accessible by Seller's authorized personnel, and that only Seller's authorized personnel may send invoices and seek payment from GRDA for this purchase; and (h) all invoices arising from or related to this purchase that are sent from Seller's domain have been authorized by Seller. In the event the items and/or services purchased hereunder do not meet the warranty specified herein above, Seller shall promptly repair or replace any defective item at its expense, or re-perform any necessary services, and shall hold GRDA harmless from all costs and expenses incurred due to said defective item or performance of services, including the cost for removing any part or product to be repaired or replaced, as well as transportation and installation charges in connection with the repair, replacement or servicing of any parts or equipment. Seller further represents and warrants that the manufacturer's warranty and guarantee of the items purchased hereunder extended to Seller shall extend to GRDA. These warranties are cumulative and in addition to all other warranties provided by law.
5. Seller shall indemnify, defend, and hold harmless GRDA and its officers, directors, employees, and agents, from and against all liabilities, judgments, damages, claims, suits, injuries, losses, and expenses, including attorney fees, arising out of or resulting in any way from: (a) any act or omission of Seller or Seller's officers, directors, employees, subcontractors, and agents; (b) all liens or claims in any way related to the items or services furnished by Seller; (c) all patent, trademark or copyright infringement or alleged infringement, except where strict compliance with the specifications prescribed by GRDA is the sole basis of the infringement or alleged infringement; (d) defects in the items or services furnished by Seller; (e) any unauthorized access to Seller's electronic system(s) by either third parties or unauthorized Seller personnel; or (f) Seller's failure to comply with any of these General Terms and Conditions. This indemnity obligation shall be in addition to the warranty obligations of Seller
6. When doing work or providing services on GRDA property seller shall, before any items are shipped and/or any services are commenced, provide GRDA with certificates evidencing that the following minimum insurance will remain in force until Seller's obligations are completed: (a) Workers' Compensation Insurance, including Employer's Liability Insurance, in accordance with the laws of the state in which Seller may be required to pay compensation; (b) Commercial General Liability Insurance with limits no less than \$1,000, 000 for each occurrence and \$2,000,000 in the aggregate, unless otherwise specified within the solicitation documents; and (c) if Seller will use or provide for the use of motor vehicles in furnishing items and/or services under this PO/Contract, automobile insurance covering all liabilities for personal injury and property damage arising from the use of such vehicles, with a limit of no less than \$1,000,000.
7. Seller shall not assign or subcontract any of its rights or obligations under this PO/Contract without GRDA's prior written consent. No assignment shall relieve Seller of its obligations hereunder.
8. Service Contracts: By submitting a bid for services, the Bidder certifies that it, and any proposed Subcontractors, are in compliance with 25 O.S. § 1313 and participate in the Status Verification System. The Supplier/Contractor/Consultant/Construction Manager/et c. certifies that it and all proposed Subcontractors, whether known or unknown at the time a contract is executed or awarded, 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) available at www.dhs.gov/E-Verify. This shall remain in effect through the entire term, including all renewal periods, of the Contract. The State may request verification of compliance for any Seller or Subcontractor. Should the State suspect or find the Seller or any of its Subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension or debarment of the Seller. All costs necessary to verify compliance are the responsibility of the Seller.
9. All Items shipped pursuant to this PO/Contract will conform to all municipal, state and federal laws, ordinances and regulations, and Seller will defend and save harmless GRDA from loss, costs or damage by reason of any actual or alleged violation thereof.

10. GRDA hereby notifies Seller that Seller must comply, and by acceptance of this PO/Contract, Seller represents that it has complied with, and will continue to comply with, all applicable federal, state and local laws, regulations or orders.
11. This PO/Contract shall be interpreted and construed in accordance with the laws of the State of Oklahoma. The state district courts in Tulsa County, Oklahoma, will have exclusive jurisdiction and venue to resolve any dispute arising from or related to this PO/Contract.
12. AUDIT RIGHTS. Seller/Contractor will, at all times during the term of this PO/Contract and for a period of five (5) years after the completion of this PO/Contract, maintain and make available for inspection and audit by GRDA and/or the Oklahoma State Auditor, all books, supporting documents, accounting procedures, practices, and all other items relevant to the PO/Contract.
13. By submitting a bid, bidder certifies that it is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the state.
14. By submitting a bid, the parties to this Agreement certify that no person who has been involved in any manner in the development of this Agreement while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under this Agreement.
15. For any services performed pursuant to the PO/Contract, in addition to complying with the other provisions of these *General Terms and Conditions*, Seller must: (i) supply and remove all necessary tooling, equipment, and materials; (ii) remove and lawfully dispose of all debris, and provide evidence to GRDA of such lawful disposition upon GRDA's request; (iii) comply with all applicable codes, standards, laws, and standards of care applicable to the services provided; (iv) take all necessary precautions, at all times, for the health and safety of Seller personnel (including employees, contractors, and agents) at the site, and be exclusively responsible for any health or safety violations by Seller's employees, contractors, or agents; (v) maintain, at all times, title to and control of any hazardous materials that require special handling or disposal, and take whatever steps and precautions are necessary to safely eliminate any hazardous condition in accordance with applicable law; (vi) obtain, at Seller's sole expense, any necessary intellectual property rights necessary for Seller to complete the services; and (vii) strictly comply with each provision of the *Supplemental Terms of Service* attached hereto as Attachment A, if the provision below indicating that Attachment A is included in these terms has been selected by GRDA.
16. Paragraphs 3, 4, 5, 9, 10, 11, 12, 15, and 17 will survive termination or cancellation of the contract.
17. Supplemental Terms. If any of the following boxes are checked, the associated terms and conditions are incorporated by reference into these *General Terms and Conditions*:

- Supplemental Terms of Service* (Exhibit GTC-1)
- Schedule 2 - GRDA Supply Chain Cyber Security* (Exhibit GTC-2)

**TERMS & CONDITIONS EXCEPTION STATEMENT
RFQ 691**

This part of the proposal must be completed even if no exceptions are stated.

EXCEPTIONS (Attach additional pages if required. If no exceptions, state “NONE”.)

An “Exception” is (1) Bidder’s inability or unwillingness to meet a term, condition, or specification in the manner specified in the Request for Proposal and/or (2) an additional term, condition, or specification proposed by Bidder. A copy of (1) the proposed Contract or GRDA Terms and Conditions and/or (2) Specifications is included in the Request for Proposal. In a document titled “Exception Statement” Bidder must clearly identify all Exceptions to the terms, conditions, and specifications. Bidder must also state with specificity the reasons for taking Exceptions and all modified terms and additional terms it proposes to be included in the final Contract or GRDA Terms and Conditions and Specifications.

One of the GRDA’s evaluation criteria will be the number and extent of the Exceptions. Bids containing Exceptions to the Contract, Terms and Conditions, and/or Specifications may be rejected as non-responsive. Other than Exceptions that are stated in the Exception Statement, each Bidder will be deemed to have agreed to comply with all terms, conditions, and specifications of this request for proposal. If Exceptions are not identified in the Bid Proposal, any Exception raised following the notification of the award of the contract could result in the Bid Proposal being rejected from further consideration.

If Exceptions are not identified in the Bid Proposal, any Exception raised following the notification of the award of the contract may not be considered and may result in the Bid Proposal being rejected from further consideration.
