



## Solicitation Cover Page

1. **Solicitation #: 1271**
2. **Solicitation Issue Date: 3/5/24**
3. **Brief Description of Requirement:**

Steel Poles for Security Camera Project

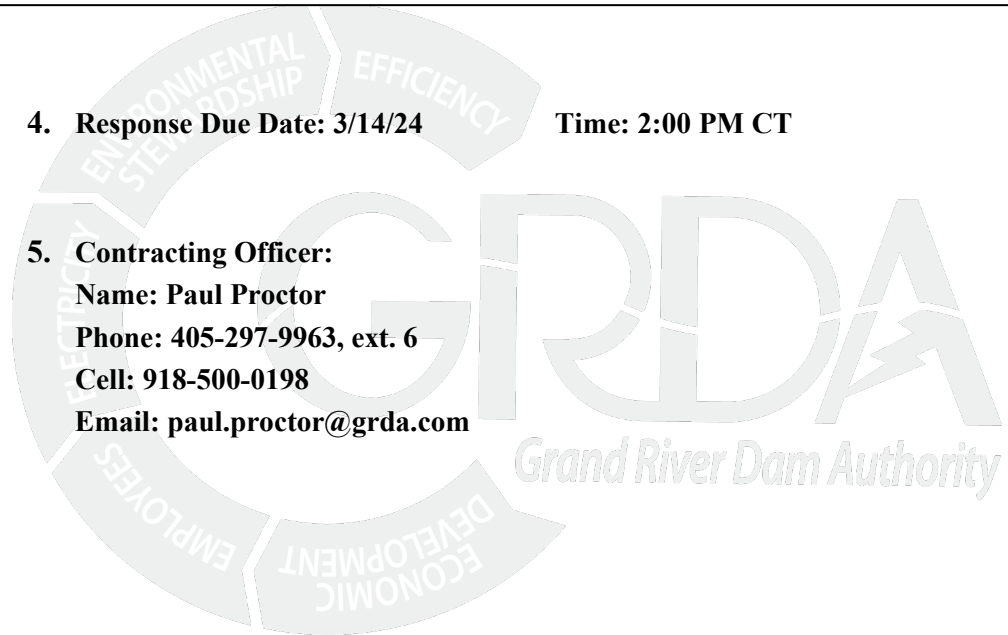
4. **Response Due Date: 3/14/24**      **Time: 2:00 PM CT**

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

We deliver affordable, reliable **ELECTRICITY**, with a focus on **EFFICIENCY** and a commitment to **ENVIRONMENTAL STEWARDSHIP**.

We are dedicated to **ECONOMIC DEVELOPMENT**, providing resources and supporting economic growth.

Our **EMPLOYEES** are our greatest asset in meeting our mission to be an **Oklahoma Agency of Excellence**.





**This is standard bid process.** Please submit your bid via email to [paul.proctor@grda.com](mailto:paul.proctor@grda.com) by **March 14, 2024, at 2:00 PM CST.** All questions must be submitted in writing via email by **March 13, 2024, 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**

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 includes, but is not limited to, the following in no order of precedence: price, delivery, adherence to specifications and ability to meet the needs of the project.

Any items listed that contain a brand name, model and part number are for comparable quality and identification purposes only and equivalent bids may be submitted.

**\*\*\*Please Note\*\*\* GRDA will either order Class 2 or Class 3 wood equivalent poles based on best overall value to GRDA.**

GRDA will take into consideration past performance and delivery lead times in the evaluation.

**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. \*\*\*\*\***

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TRANSMISSION LINE  
STEEL POLE  
SPECIFICATIONS  
MONOPOLE AND  
H-FRAME

## SPECIFICATIONS FOR TRANSMISSION LINE STEEL POLES MONOPOLE AND H-FRAME

### 1. SCOPE:

This specification covers the design, materials, welding, inspection, protective coatings, drawings and delivery of steel transmission single pole and H-frame structures. The proposal submitted by the manufacturer shall include costs for field bolts, locknuts, vangs, attachment provisions for arms and/or insulators, jumper gain plates, anchor bolts, base plates, and other necessary items to make a complete structure.

### 2. DEFINITIONS:

A. Cambering - the fabricating of a slight convex curve in a pole or crossarm.

B. D/t - the ratio of the diameter of a tubular pole to the steel plate thickness.

C. Engineer - a registered or licensed person, who may be a staff employee or an outside consultant, and who provides engineering services. Engineer also includes duly authorized assistants and representatives of the licensed person.

D. Groundline - a designated location on the pole where the surface of the ground will be after installation of a direct embedded pole.

E. Overload factors (OLF) - a multiplier which is applied to each of the vertical, transverse and longitudinal structure loads to obtain an *ultimate load*.

F. P-delta moment - secondary moment created by the vertical loads acting on the structure when the structure deflects from its unloaded position.

G. Point of fixity - location on the pole at groundline or below groundline where the maximum moment occurs.

H. Raking - the practice of installing a straight pole out of plumb, or at an inclined angle.

I. w/t - Ratio of the width of the pole (flat-to-flat) to the plate thickness.

J. Ultimate load - The maximum design load which includes the appropriate *overload factor* specified.

### 3. CODES AND STANDARDS:

Codes, standards, or other documents referred to in this specification shall be considered as part of this specification. The following codes and standards are referenced:

A. American Concrete Institute (ACI):

1. 318 – Building Code Requirements for Reinforced Concrete.

B. American Institute of Steel Construction (AISC):

1. Manual of Steel Construction.

2. Quality Criteria and Inspection Standards.
- C. American National Standards Institute (ANSI):
1. B18.2.1 – Square and Hex Bolts and Screws including Hex Cap Screws, and Lag Screws.
  2. B18.2.2 – Square and Hex Nuts.
- D. C2 (Most current edition) – National Electric Safety Code (NESC).
- E. American Society for Testing and Materials (ASTM):
1. A6 – General Requirements for Rolled Steel Plates, Shapes, Sheet Piling and Bars for Structural Use.
  2. A153 – Zinc Coating (Hot Dip) on Iron and Steel Hardware.
  3. A325 – High Strength Bolts for Structural Steel Joints, including suitable Nuts and Plain Hardened Washers.
  4. A354 – Quenched and Tempered Alloy Steel Bolts, Studs, and Other Externally Threaded Fasteners.
  5. A370 – Mechanical Testing of Steel Products.
  6. A385 – High Quality Zinc Coating (Hot Dip).
  7. A449 – Quenched and Tempered Steel Bolts and Studs.
  8. A563 – Carbon and Alloy Steel Nuts.
  9. A577 – Ultrasonic Angle-Beam Examination of Steel Plates.
  10. A578 – Straight Beam Ultrasonic Examination of Plain and Clad Steel Plates for Special Applications.
  11. A615 – Deformed Billet Steel Bars for Concrete Reinforcement.
  12. A673 – Sampling Procedures for Impact Testing of Structural Steel.
  13. A871 – High Strength Low-Alloy Structural Steel Plate with Atmospheric Corrosion Resistance.
  14. B6 – Zinc (Slab Zinc).
  15. E165 – Liquid Penetrant Inspection Method.
  16. E709 – Magnetic Particle Examination.
- F. American Society of Civil Engineers (ASCE):
1. 48-11 – Design of Steel Transmission Poles.
- G. American Welding Society (AWS):
1. C2.1 – Recommended Safe Practice for Thermal Spraying.
  2. D1.1 – Structural Welding Code – Steel.
- H. National Electrical Manufacturers Association (NEMA) Standards Publication TT1, Tapered Tubular-Steel Structures.
- I. American Society for Nondestructive Testing, Recommended Practice No. SNT-TC-1A, Supplement A through E.
- J. Zinc Institute:
1. Z170 15M – Inspection Manual for Hot-Dip Galvanized Products.

**4. CONFLICT BETWEEN THIS SPECIFICATION, DRAWINGS, AND REFERENCED DOCUMENTS:**

In the event of conflict between this specification and the above referenced documents, the requirements of this specification shall take precedence. In cases where the above standards are in conflict, unless specifically noted elsewhere in the Contract Documents, the most stringent requirements shall govern. If a conflict exists between this specification or the referenced documents and the attached drawings, contact the owner or owner's representative.

**5. GENERAL REQUIREMENTS:**

The design, fabrication, allowable stresses, processes, tolerances, and inspection shall conform to the American Society of Civil Engineers (ASCE) Standard, **Design of Steel Transmission Pole Structures** or the latest edition, with the following additions and/or exceptions:

**5.1 GENERAL STRUCTURE DESIGN:**

**5.1.1** The structures shall be single/double circuit galvanized or weathering steel monopoles or H-structure poles as specified by the Owner. Pole designs shall be prepared from the attached configuration drawings and design loads. The Fabricator shall price structures with the use of non-weathering galvanizing and/or weathering steel. Fabricator shall specify within submittal type of coating being quoted. The Owner will determine which coating best meets the project needs. The structures shall include provisions for attachment of temporary rigging, conductors, climbing ladders, overhead ground wires and their associated hardware. The structures shall be pre-drilled for the attachment of crossarms, braces, insulators or other attachments as specified.

**5.1.2** The structure shall be capable of withstanding all specified loading cases including secondary stresses from foundation movements when specified, but not considering the possible restraining effect of conductors or shield wires. The indicated loads shall include all overload capacity factors, therefore, the allowable material stress shall equal the yield stress modified using the methods included in the latest version of ASCE Manual Design of Steel Transmission Pole Structures. The structure shall withstand the loads without failure, permanent distortion, or exceeding any specified deflection limitations.

**5.1.3** Wind pressures shown in the loading criteria shall be multiplied by the appropriate shape factor applied to the poles.

Pressures in psf shall be computed as follows:

$$p = W \times C_d$$

Where p = pressure on projected area of the pole normal to wind, W = wind pressure, and Cd = shape (or drag) factor. Shape factors for computing the wind on poles are:



**5.1.4** The maximum design unit stress shall be the minimum yield strength as stated in applicable ASTM specifications for the particular application and types of loads, including overload factors.

**5.1.5** Poles shall be designed with a minimum number of joints. Field welding shall not be allowed as part of the design of a new pole. The shaft joints to be made in the field shall be slip joints or bolted flange joints. Slip joint length shall be at least 1-1/2 times the largest inside diameter of the female section. If approved by the owner or owner's representative, a strap across the pole splice to prevent separation of the male and female sections of the pole may be used for X-braced H-frame structures. Approval must be obtained prior to bid. Manufacturer shall verify slip joint fit before shipment. Joints should not interfere with step nuts, ladder clips, X-braces or jacking nuts. Sufficient jacking lugs and permanent orientation marks shall be provided at all slip joints to ensure proper alignment and complete overlap of the joint.

**5.1.6** The Fabricator shall supply anchor bolts conforming to ASTM A615 with ASTM A563 Graded C nuts and washers. Anchor bolts shall be threaded at the top end a distance equal to the baseplate thickness plus the thickness of two anchor bolt nuts plus 2 1/2". Each anchor bolt shall include two heavy hex nuts conforming to ASTM A563. Welding on anchor bolts will only be allowed in the bottom 12 inches. Only one length of anchor bolt shall be used on each pole. Anchor bolts/clusters shall be plainly marked to indicate the structure type, structure number, orientation, and top of concrete. Anchor bolts shall be designed to be shipped as a rigid cage with top and bottom plates holding the anchor bolts in place. The anchor bolt thread shall be protected during shipping. The anchor bolts shall be welded to the holding plate in the bottom of the cage. The top template shall be designed to be removable and to support the assembled cage during lifting and setting operations without detrimental deformations. Bolt clusters shall be designed to be rigid enough to withstand the normal jolts of shipping, handling and installation with no displacement of bolts from the proper positions within the cluster. The anchor bolt assemblies shall have a clear distance of not less than 3 inches between adjacent bolts with cluster having equal spacing between bolts. The removable template at the top shall be marked to show the centerline for tangent structures and the angle bisector for angle structures. Matching marks are to be on the base plate of the structure so proper alignment can be made.

**5.1.7** Minimum plate thickness for all pole components shall be 3/16 inch.

**5.1.8** Structures which are to be direct embedded shall have bearing plates and ground sleeves. Bearing plates shall have a diameter not more than 2 inches greater than the maximum pole diameter. **All steel poles** shall have a minimum 2 inch X 2 inch drain hole at the bottom. When a painted finish is specified, poles shall be hermetically sealed. Ground sleeves shall have a minimum length of 3 feet for monopole structures and 4 feet for multipole structures. The ground sleeve shall have a minimum thickness of 3/16 inch and shall be centered at the groundline. A seal weld shall be provided around the ground sleeve. The ground sleeve shall not be considered in strength calculations.

**5.1.9** Poles shall have nearly a uniform taper throughout their entire length. The maximum difference in tapers between two pole sections measured by the diameters shall be .20 inch/ft. for poles with variable taper.

**5.1.10** Poles with elliptical cross sections shall have a minor axis dimension equal to at least 75 percent of the major axis dimension.

**5.1.11** All unguyed angle poles or unguyed tangent deadends shall be designed to have no greater than one pole-top diameter of calculated deflection at the top of the pole under the “normal” loading conditions.

**5.1.12** In the design of connections for vangs, brackets, or stiffeners attached to the pole shaft, care shall be taken to distribute the loads sufficiently to protect the wall of the pole from local buckling.

**5.1.13** Each pole shall be permanently marked on the pole shaft 60 inches above groundline and on the bottom of baseplate or bearing plate with the following identifying information: structure type, height, ultimate groundline moment, owner name, and date manufactured. The method of identification shall be approved by the owner. Fabricator shall confirm groundline relative to pole, drilled-shaft poles will have 24 inches of reveal (typical) and direct embedded poles may exceed the 10 percent plus two feet (2’) typical embedment depth.

**5.1.14** A threaded grounding connection shall be welded to the pole shaft, 18 inches above the base plate, or in cases of direct embedded poles, 6 inches above the ground sleeve. The grounding connection will be the two-hole, National Electrical Manufacturers Association, NEMA-drilled pad. Grounding pad face shall not be painted or covered with other coatings.

**5.1.15** Clips for removable ladders shall begin not closer than 6 feet above the expected groundline and shall extend to the top of the pole. Each ladder clip shall be designed to support a minimum 1,000 lb. shear working load. The clips shall be welded to the pole surface. Ladder clips shall be located to avoid interference between ladders and other attachments.

**5.1.16** Weathering steel structures shall be designed to eliminate water and refuse traps. Tubular sections shall be sealed from moisture entering the inside of the pole. Steel shall conform to ASTM A588 or A871. After fabrication, poles made of weathering steel shall be cleaned of oil, scale, etc., in accordance with the surface preparation specification SSPC/NACE SP-6/NACE 3, to ensure uniform and rapid formation of the protective oxide layer.

**5.1.17** Factory drilled pole holes shall be plugged to prevent moisture intrusion during shipping. For field drilled poles and factory drilled poles, the Fabricator shall provide silicon sealant to seal all through-bolt holes. Non-drilled poles when assembled shall be effectively sealed to prevent moisture intrusion. Connections shall be designed to reduce the effect of pack-out by preventing moisture from entering the joint or by designing the connection to allow moisture to easily drain off. Plastic plugs shall be installed in all nuts welded to the structure and all tapped holes.

## **5.2 Materials**

**5.2.1** All steel materials shall conform to ASTM specifications, as required by design, and shall be suitable for use in weathered and galvanized structures. **The steel is to be manufactured in the United States.** The vendor is to supply certification that the steel is manufactured by a domestic source in the US.



**5.2.2** All materials shall comply with the applicable requirements of ASTM specifications. Any modifications to ASTM specifications must be approved by the owner's representative prior to bidding.

**5.2.2** Poles, arms and conductor brackets shall conform to ASTM A36, ASTM A572, ASTM 581, ASTM A588, ASTM A871 or ASTM A595.

**5.2.3** Base plate shall conform to ASTM A572, ASTM A588, ASTM A633, or ASTM A595.

**5.2.4** Anchor bolts shall conform to ASTM A615, Grade 60 or 75.

**5.2.5** Other bolts and nuts shall conform, as applicable, to ASTM A307, ASTM A325, ASTM A354, ASTM A394, or ASTM A687. Lockwashers shall be provided for each structure bolt.

**5.2.6** Anchor bolts, structural plate, and weld material, shall meet ASCE requirements for Charpy tests.

**5.2.7** For galvanized structures, steel used for the pole shaft and arms shall have a silicon content less than .06 percent

**5.2.8** The Manufacture shall provide 10 percent more fastening hardware than required to assemble and erect the structures and shall provide coating material for repair of damaged surfaces.

### **5.3 FABRICATION**

**5.3.1** All welding shall be in accordance with the American Welding Society Code AWS D1.1, latest edition. Welders shall be qualified in accordance with AWS D1.1 welding procedures. All welding materials shall conform to the latest revision of the "Electrode and Flux Specifications" set forth in ANSI/AWS D1.1.

**5.3.2** One hundred percent (100%) penetration welds shall be required in, but not limited to, the following areas:

- circumferential welds (C-welds) joining structural members;
- longitudinal welds in the female portion of the joint within the slip joint area;
- welds at the butt joints of back-up strips; and
- base plate-to-shaft weld.
- longitudinal welds for a minimum length of 3 inches where there are adjacent C-welds, flange welds, base welds and ends of tubes.

**5.3.3** Base plate-to-pole shaft welds, arm base-to-base welds, vangs-to-shaft welds, arm box joint welds, and all welds in major load carrying "tee" joints shall be 100% penetration with 100% fusion.

**5.3.4** Quality and acceptability of every inch of the full penetration welds shall be determined by visual and ultrasonic inspection.

**5.3.5** Welding shall be performed by the manual shielded metal-arc process, submerged-arc process, gas metal-arc process, or gas shielded flux-core-arc process.

**5.3.6** Welding procedure and electrode selection shall be adjusted so as to provide a notch toughness of 15 ft-lbs absorbed energy at -20°F as measured by the Charpy “V” notch test.

**5.3.7** All undercutting shall conform to the following:

- a. Base plate to pole shaft welds, circumferential groove welds, longitudinal welds in a female telescoping joint, and arm shaft to pole connection plate welds, shall have no undercutting in excess of 0.008 inch with the exception that a 0.02 inch undercut is allowed for two (2) inches in any twelve inches of weld length.
- b. Longitudinal welds in vang, pull-offs, seam welds of arms, step welds, ladder lugs and other areas shall have no undercutting in excess of 0.02 inch.

**5.3.8** Field welding shall not be permitted except with owner’s approval and the manufacturer’s direction in repairing a pole. All weld repair shall be in accordance with ANSI/AWS D1.1 and repaired welds shall be inspected per the same methods and procedures specified for the original welds.

**5.3.9** All parts of the structure shall be neatly finished and free from kinks or twists. All holes, blocks, and clips shall be made with sharp tools and shall be clean-cut without torn or ragged edges.

**5.3.10** Before being laid out or worked in any manner, structural material shall be straight and clean. If straightening is necessary, it shall be done by methods that will not injure the metal.

**5.3.11** Shearing and cutting shall be performed carefully and all portions of the work shall be finished neatly. Copes and re-entrant cuts shall be filleted before cutting.

**5.3.12** All forming or bending during fabrication shall be done by methods that will prevent embrittlement or loss of strength in the material being worked.

**5.3.13** Holes for connection bolts shall be 1/16 inch larger than the nominal diameter of the bolts. Holes in the flange plates for bolted splices shall be 1/8 inch larger than the bolt diameter. Holes in the base plates for anchor bolts shall be 3/8 inch larger than the nominal diameter of the anchor bolts. The details of all connections and splices shall be subject to the approval of the owner or owner representatives.

**5.3.14** Holes may be punched in steel plate of 13/16-inch thickness or less. Plate material greater than 13/16-inch shall be drilled or subpunched and reamed or cut with a machine guided oxygen torch.

**5.3.15** All holes shall be perpendicular to the member and be cylindrical, sharp and clean cut without excessive tear-out or depression. Any burrs that remain after punching, drilling, or cutting shall be removed by grinding, reaming, etc.

**5.3.17** The overall length of the assembled structure should not be less than 6 inches of the specified length and not more than 12 inches.

## **5.4 FINISHES**

**5.4.1** The following finishes are acceptable: galvanizing or weathering steel, and below grade coating.

a. Galvanizing - All structures and structural components which are hot-dip galvanized shall meet all the requirements of ASTM A123 or ASTM A153. Measures shall be taken to prevent warping and distortion according to ASTM A384 and to prevent embrittlement according to ASTM A143. Pre-clean the poles and attachments utilizing a caustic bath, acid pickle and flux or mechanical method to remove mill scale, rust, grease or other deleterious substances. Galvanize the threaded portion of anchor bolts and 6 inches below the threads, conforming to ASTM A123. The "Finish" shall be a galvanized coating that is continuous, adherent and free of uncoated spots, blisters, chemical flux and projections which will interfere with the intended use of the structure and assemblies. Holes shall be clean and free of superfluous spelter. Poles made of ASTM A588 steel shall not be galvanized due to the high silicon content of the steel.

b. Weathering Steel - Steel shall conform to ASTM A588 or A871. After fabrication, poles made of weathering steel shall be cleaned of oil, scale, etc., in accordance with the Steel Structure Painting Council's Surface Preparation Specification, SSPC-SP6, to ensure uniform and rapid formation of the protective oxide layer.

c. Coatings for the Embedded Portion of the Pole - When poles are to be directly embedded, a 16 mil (minimum dry film thickness), two component hydrocarbon extended polyurethane coating that is resistant to ultraviolet light shall be applied on the exposed surface of the embedded portion of the pole. The coating shall extend from the butt to the top of the ground sleeve. Other coatings shall be approved by the owner prior to their use.

**5.4.2** Galvanized bolts and nuts with yield strengths less than 100,000 psi shall be hot-dip galvanized per ASTM A153 and ASTM A143, or mechanically coated with zinc in accordance with ASTM B454, Class 50. Bolting materials with yield strengths in excess of 100,000 psi shall not be hot-dip galvanized. Instead, they shall be painted with zinc enriched paint or mechanically coated with zinc per ASTM B454, Class 50.

## **5.5 INSPECTION AND TESTING**

**5.5.1** Adequate tests and inspections shall be made to determine whether the material furnished conforms to the applicable standards.

**5.5.2** Ultrasonic inspection of all complete penetration welds and testing of the remainder of the welds shall be performed in accordance with NEMA TT1. All personnel performing nondestructive testing shall be qualified in accordance with the American Society for Non-Destructive Testing Recommended Practice No. SNT-TC-1A, Supplement A through E.

**5.5.3** All materials for base plates, shafts, crossarms, arms, and major attachments shall be tested as specified in NEMA TT1 for notch toughness on a heat lot basis.

**5.5.4** Each individual base plate shall be tested after welding in accordance with ASTM A578.

**5.5.5** Certified test reports, including complete test results for all structures shall be provided to the Owner. The manufacturer shall make certified welding reports for each structure. The reports covering welding shall include all welds of a structure. Each weld shall be clearly

identified; and the report shall consist of the method of testing, whether the weld is acceptable, the identification of the structure, the date, and the name and signature of the inspector.

**5.5.6** The cost of tests made by the manufacturer (except full scale load tests on poles), including cost of the certified test reports shall be considered included in the price.

**5.5.7** Mill test reports showing chemical and physical properties of all material furnished under this specification shall be maintained by the manufacturer for a period of 5 years and shall be traceable to the structure.

**5.5.8** All plates over 1-1/2 inches thick shall be ultrasonically tested to assure against defects which could lead to lamellar tearing.

**5.5.9** Shafts having slip joints shall be mated and matched at the Fabricator's plant to ensure that component parts fit to the tolerances required.

**5.5.10** Members which are bent or warped or otherwise improperly fabricated shall be properly repaired or replaced

**5.5.11** The owner and the owner's designated agents shall have free entry at all times while work is being carried on, to all parts of the manufacturer's plant to inspect any part of the production of the poles covered by this specification.

## **5.6 STRUCTURE TESTING**

**5.6.1** Any structures which are to have full-scale load tests performed on them will be identified prior to issue of a purchase order.

**5.6.2** Details of the test procedures and methods of measuring and recording test loads and deflections shall be specified by the manufacturer prior to testing and shall be subject to the review and approval of the owner or his representative.

**5.6.3** Deflections shall be recorded in the transverse and longitudinal directions when applicable. Deflection measurements shall be taken under the no load condition both before and after testing.

**5.6.4** Material procurement for test poles shall be identical to material procurement procedures for regular production run poles.

**5.6.5** A full report listing results shall be submitted after completion of all testing. Copies of mill test reports shall be included in the load test report. The report shall also include a complete description of the load tests with diagrams and photographs.

**5.6.6** The Fabricator shall provide field services of representatives, equipment and material to correct errors, discrepancies or omissions in the structures furnished as required by the Owner.

**5.6.7** Misfabricated pieces shall be repaired or replaced by the Fabricator at no additional cost to the Owner. Costs incurred due to delays caused by these misfabricated pieces shall be borne by the Fabricator.

**5.6.8** The owner or his representative reserves the right to be present during testing and shall be notified 2 weeks prior to the start of structure fabrication.

## **5.7 SHIPPING**

**5.7.1** Each shipment shall be accompanied by a list of all parts, identifiable by structure type and number. List shall be in digital (email or share site) and printed form. Arms, bolts and miscellaneous hardware will be identified by the list for match up with the respective pole shaft. All parts required for any one structure shall be in one shipment, if possible.

**5.7.2** The owner and owner's representative shall be notified prior to shipment that such shipment is to take place, and they reserve the right to inspect the components prior to shipment. The notification shall give quantities, weight, detailed bill of materials (BOM) for each pole, name of common carrier used, and expected time of arrival.

**5.7.3** The anchor bolts shall be welded to the holding plate in the bottom of the cage. Bolt clusters shall be rigid enough to withstand the normal jolts of shipping and handling with no displacement of bolts from the proper positions within the cluster.

**5.7.4** Unless otherwise agreed to by the owner, the anchor bolt cage shall be shipped at least 30 days prior to pole shipment.

**5.7.5** Salt-treated wood blocking and urethane foams shall not be used when shipping or storing weathering steel poles.

**5.7.6** Bolts, nuts and washers for weathering steel structures shall receive a suitable solvent and be packaged in a sealed container for shipment.

**5.7.7** Bundling straps or bands, or their equivalent, and related items as well as containers and crating shall be of sufficient strength to contain and protect the contents under normal export shipping, handling, and storage yard conditions. The banding material shall be galvanized or aluminized steel or other equivalent material which will not rust or otherwise deteriorate during shipping and storage. The containers shall be constructed in a manner which will prevent pilferage of contents from the unopened container.

**5.7.8** Vehicles in which steel is shipped or stored shall be clean and free from foreign materials which could in any way injure the steel or the structure coating.

## **6. INFORMATION TO BE SUPPLIED BY THE MANUFACTURER**

**6.1** Information to be supplied with the proposal.

- a. Calculated shipping weight of each structure excluding anchor bolts. Separate weights shall be given for arms and poles.
- b. Ultimate groundline reactions (including overload factors) in poles and guy wires.
- c. Anchor bolt size, length and locations (bolt circle diameters).
- d. Type of material of major components (ASTM number).

- e. Description of pole shaft, including thickness, length, diameter, cross-sectional geometry, and method of fastening each shaft component.
- f. Data showing the design of the arm, arm connections, arm attachment plates and brackets.
- g. Draft drawings of structure and structure attachments.
- h. Bill of materials (BOM) showing all pole hardware included/required for assembly of the pole or attachments.

**6.2** Documentation to be supplied for the owner's approval prior to fabrication.

Documentation includes final design calculations for pole shaft, base plate, anchor bolts, arms, and other appurtenances, including their connections for all structures. The following information shall be supplied:

- a. For the loading cases with overload factors, the total shear, axial forces, moments, stresses or stress ratios, section moduli, cross-sectional areas, deflections w/t's for polygonal and D/t's for round cross sections at all splices, at arm attachment points (top and bottom), and at least every 10 feet along the pole.
- b. For the critical loading case, shear and axial forces, moments, stresses, section moduli, cross-sectional areas at the arm connections, bolt stresses in the arm connection, and deflection at the end of the arm.
- c. Anticipated deflections at the top of the pole and at the ends of the arms shall be indicated for each pole for the "normal" loading condition of 60°F, no wind.
- d. For all specified loading cases, reactions and groundline moments shall be supplied.
- e. Detail drawings for each structure type giving weights of structure components, dimensions, and bill of materials.
- f. Assembly instructions and erection drawings. Slip joint lengths and allowable tolerances.

**6.3** Test Reports (as requested).

- a. Certified mill test reports for all structural material.
- b. Certified welding reports for each structure.
- c. Impact property test reports showing that the material used in the structures meets the impact properties.
- d. Test reports on coating thickness.
- e. Report of structure testing, when required, including photographs, diagrams, load trees, etc.

**6.4** Final Documents shall be supplied to the owner for the items in Section 6.2.e, after fabrication of all structures and prior to final payment.

- a. The Fabricator shall provide data files in PLS-Pole (latest version) format of the model of each structure type and height for inclusion into the Owner's PLS-Cadd design model. All PLS-Pole model files shall be submitted in "backup" file format and included on compact disc (CD), DVD or USB medial storage device. Individual component/library files used for each structure shall not be accepted.
- b. All final drawings shall become the property of the owner, who shall have full rights to reproduce drawings and use them as the owner sees fit, including submitting them to other vendors for the purpose of obtaining bids on future steel pole purchases.



**\*\*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](http://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.

We deliver affordable, reliable ELECTRICITY, with a focus on EFFICIENCY and a commitment to ENVIRONMENTAL STEWARDSHIP.

We are dedicated to ECONOMIC DEVELOPMENT, providing resources and supporting economic growth.

Our EMPLOYEES are our greatest asset in meeting our mission to be an Oklahoma Agency of Excellence.







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: \_\_\_\_\_

Thank you for your business!

Sincerely,

Accounts Payable Department,  
[Accounts.payable@grda.com](mailto:Accounts.payable@grda.com)

We deliver affordable, reliable ELECTRICITY, with a focus on EFFICIENCY and a commitment to ENVIRONMENTAL STEWARDSHIP.

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# REQUEST FOR QUOTE # PCRFC-001271

RFQ # PCRFC-001271  
NstkSvc

Q&A Deadline: 3/13/2024 2:00 PM  
Closing Date and Time: 3/14/2024 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: 0 -  
EMAIL: paul.proctor@grda.com

NOTES: The vendor information area above is fillable. Please complete

LINE ITEM NUMBER	DESCRIPTION	COMMODITY CODE	QUANTITY UNIT	UNIT PRICE	LINE COST	LEAD TIME
<a href="#">30103600</a>	Class 2 Wood Equivalent Height: 35 Feet	30103600	7.00 <a href="#">Ea</a>	_____	_____	_____
Site : NstkSvc Warehouse : NstkSvc						
<a href="#">30103600</a>	Class 3 Wood Equivalent Height: 35 Feet	30103600	7.00 <a href="#">Ea</a>	_____	_____	_____

Site : NstkSvc Warehouse : NstkSvc

Please refer to the bid sheet below for further pricing/bidding details.

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.**

### GALVANIZED STEEL STRUCTURES

REF.DWG.	HEIGHT(FT)	CLASS (CL)	UNIT PRICE	QUANTITY	TOTAL PRICE	DELIVERY** WEEKS A.R.O
NA	35	Class 2 Wood Equivalent		7		
NA	35	Class 3 Wood Equivalent		7		

#### NOTES FOR BIDDING

1. Vendor should include up to six (6) holes drilled if requested by GRDA and provided during review of for approval drawings.
2. Weathering Steel option will not be considered.
3. Ladder clips **will not** be required for poles.
4. GRDA will either order Class 2 or Class 3 wood equivalent poles based on best overall value to GRDA.
5. Poles shall a minimum of six (6) sided however GRDA will consider number of sides of pole in overall best value. Vendor shall indicate number of sides of structure in bid.
6. Poles will have no longitudinal or vertical tensions associated with wire loads. Poles will have wind loading and up to 50 pounds of equipment mounted on the pole.
7. Poles shall be direct embedded at the standard 10% plus two (2) feet.



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\*\***



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](http://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](mailto: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](http://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 1271**

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.

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