



**REQUEST FOR PROPOSAL (RFP) –
RFP 3394
STATEMENT OF WORK
PAYROLL SOLUTION
APRIL 12, 2024**

**Submit Responses To: Stephanie Waits
Phone: 918-530-5672
E-mail: stephanie.waits@grda.com**

A.1. Background

The Grand River Dam Authority (the "Authority" or "GRDA") was created in 1935 as a non-appropriated conservation and reclamation district by the State of Oklahoma. GRDA has the power to control, store, preserve, and distribute the waters of the Grand River and its tributaries for any useful purpose, to develop and generate waterpower, electric power and electric energy within the boundaries of the Authority, and to buy, sell resell, interchange, and distribute electric power and energy.

A.2. Purpose of Intent

GRDA is seeking proposals from qualified vendors for a payroll solution that will integrate with Microsoft Dynamics 365 F&O system. This would be installed at the Grand River Dam Authority, located near Chouteau, Oklahoma (approximately 45 miles east of Tulsa, Oklahoma). The requested implementation date is 1/1/2025.

A.3. Vendor and Staff Requirements

The vendor must:

- Have a proven and demonstrable record of designing, supplying, installing and configuring payroll solutions. The ideal vendor will have implemented this solution for a utility with a similar profile to GRDA's.
- Provide three (3) references for previous projects performed with contact information
- Provide evidence of an established United States based support team

The vendor should:

- Provide track record of product history
- Provide a detailed roadmap for future product development
- Describe new software release process

A.4. Technical Requirements

Pay Periods to Include

- Regular
 - Calculate and pay both exempt and Non-exempt employees based on their hourly rate or annual salary. These wages need to be charged to the appropriate projects that the employees were working on and charge the project for all 3 of the payroll allocations based on this wage.
- Overtime
 - Calculate and pay time and a half of the regular rate for non-exempt part time and full-time employees for all hours worked above their scheduled hour. The hours in this calculation must include annual leave and exclude all other non-productive time recorded. This pay needs to charge to the appropriate project and only have the payroll tax allocation also hit this project with these expenses. Pay Overtime for call outs and count these hours as hours worked for calculating overtime later in the week.
- Double-time
 - paid on Mutual aid projects - To record Double-time Non-exempt part-time and full-time, as well as exempt employees must have a pre-approved FEMA Claim or Mutual aid project. These employees should be paid twice their regular rate for Non-exempt employees or twice the hourly rate associate with their salary for exempt employees. These wages need to be recorded to the appropriate project and only have the payroll tax allocation charges to the project with these expenses
- Annual and Sick Leave
 - System need to be able to track and calculate annual leave and sick leave used, pending and available. Employees, their managers, and their time auditors need to have access to the balance of their leave. Employees need to have access to their leave information at all times, not just on their pay statements. The sick leave bucket should also deduct any enforced leave or FMLA sick time used. The annual leave bucket should deduct any FMLA annual leave used as well. Full time employees accrue leave based on their years of service. Sick leave is only accrued at 10hrs per month and does increase. The system needs to produce an accrual amount by department based on the number of sick leave and annual leave hours each employee has and their hourly salary or the hourly rate associated with their annual salary. This needs to be fed into the GL to properly accrue for sick leave and annual leave monthly.
- Enforced Sick leave
 - Employees are allowed to use up to 80 hours of enforced sick leave per calendar year. This is not an additional leave; this is pulled from their existing sick leave

available balance. If employee has exhausted their sick leave, then they cannot use enforced sick leave

- Part-time Annual and Sick Leave
 - Same as annual and sick leave tracking above. Currently only 1 part time employee accrues annual and sick leave, and this is based on a percentage. We have been told to expect more part-time employees eligible for benefits. We need to be able to put their percentage employed in and have the system calculate their prorated annual leave, holiday, enforced sick leave and sick leave.
- Holiday pay
 - is a non-productive earning that all full-time employees, and benefit eligible part-time employees earn for State Holidays. System needs to be able to pay employees their hourly rate for holiday hours based on whether they are full time or part time. Full Time employees currently code hours for holiday. Salary employees who work on a holiday can bank the holiday for 90 days. If they choose to do this, the holiday must be taken before an annual leave can be used.
- Uniform allowance
 - Uniform Allowance is given to specific employees (i.e.: Lake Patrol \$117.50) every pay period. This is updated on the employee profile and is maintained and updated by Human Resources. Uniform Allowance currently shows up on the earning statement once we process premium earnings
- Noncash comp
 - is currently a manually entered line on the earning statement. It is currently used to record mileage of employees who drive a GRDA vehicle in lieu of their own to work and home each day. This earning code is not paid out to the employee but is used for reporting purposes on their W-2. Other ways non-cash comp can be used is when an employee earns Gift Cards or Uses a company owned Vehicle to Commute
- Leave without pay
 - Salary and Hourly- LWOP should be coded on timesheet for hours employees are scheduled to work but are unable to. Employees do not have any leave (annual and/or sick) to use to cover the hours they are out. Human Resources reviews LWOP hours for retirement purposes
- Military leave
 - GRDA employees who are also in the reserves can code the time they are away on orders up to 280 hours per year (Oct thru Sept.) Employee is paid out at their regular GRDA pay rate
- Military leave after 280 hours
 - Once an employee has exhausted the 280 hours available in the year of military leave, they are then supplemented time. The employee must provide a current LES to Human Resources who will in return provide to Payroll. The supplement will pay the employee the difference of their normal GRDA pay less what they make from the military pay.
- Workers Compensation supplemental calculation
 - If an employee is out on worker's compensation, they can elect to have their TTD check supplemented by GRDA (using their leave and shared leave donations if applicable). If they choose the supplemental payroll determines the amount of TTD checks they have received during the pay period and calculates the difference between the pay they would have received for their scheduled hours less the amount of the TTD checks. Then based on the employees filled out forms we will supplement wages using sick and/or annual leave. If the employee is out of leave and it is approved, we can request shared leave donations from GRDA to help employee.
- Jury Duty
 - If a GRDA employee is selected for Jury Duty, they must provide documentation to human resources. They will code their scheduled hours missed to Jury Duty. Employee is paid out at their regular pay. Jury Duty pay is in addition to the check they receive from the state/federal courts they served Jury Duty at. There is no limit to the number of hours they can code to jury duty each year.
- FMLA Earning Code matched with the tracking of hours
 - Employees who are approved for FMLA by HR are allowed up to 480 hours per year per case (an employee can have more than one active case at a time). The system needs to track the FMLA leave (annual, sick and shared leave) in total and calculate a running balance. FMLA sick leave needs to deduct from the employee's available sick leave balance and FMLA annual leave must deduct from the employee's annual leave balance. Once they are out of all leave (annual, sick and shared) they must use FMLA LWOP. Shared leave is only available if the employee receives leave donations from employees or from the States leave of last resort bank.
- Shared Leave

- Employees with no leave available, pre-approved by Laura Hunter, can receive leave from another employee (annual or sick) up to 2,088 hours per employee during their total time employed by the state. An employee cannot donate leave if their leave balance is 80 hours or less
- Garnishments
 - Once garnishment documentation is received payroll sends the documentation to HR to enter the garnishment as a deduction benefit on the employee's file. The system should calculate based the amount of the employees checks and other deductions being taken. There are times when an entire amount of garnishment cannot be deducted based on the amount of the employee's gross pay and any other deductions, so it will need to be prorated. The system needs to be able to follow these rules
- General Longevity after 2 years employed, then annual payment
 - Employees receive a longevity bonus starting at their second year of employment and each year thereafter. The system needs to be able to calculate the correct amount to pay based on the employee's longevity date (hire date). This longevity date can come from previous service from an outside state agency. The longevity payment needs to payout on the same pay period that anniversary occurs
- Payment of Longevity for OT/DT
 - Hourly employees accrue longevity OT/DT based on the overtime/double-time they work. This is paid out the same time their longevity payment is paid out. The system needs to be able to calculate this OT/DT longevity based on the OT/DT hours worked.
- Payment of pro-rated longevity
 - Employees receive a pro-rated longevity payment only when they retire, not resign. The system automatically calculate the number of days in the year from their longevity date to their terminating date and pro-rate the longevity payment rate for payout amount
- Child Support deductions
 - Child Support orders are sent to HR to enter into the system. The amount is pulled from the Income Withholding Order based on semi-monthly (currently) amount. HR sets up the benefit deduction amount to pull out each pay period. The system pulls this amount out exactly if there is enough money to cover. If not the system needs to be able to calculate the prorated amount taking into consideration the order in which deductions are to be taken out of an employee's check.
- Timesheet Corrections
 - Employees and payroll need to be able to make corrections on timesheets if time was coded in error previously. Currently if an employee makes a mistake, we deduct the hours coded in mistake on the next timesheet and enter the time correctly with the correct earning code/project.
- Annual Leave Payout
 - When an employee retires or terminates GRDA pays out their annual leave. Currently payroll goes into system confirm annual leave balance (less any annual leave used that pay period and adds the prorated amount earned or full amount of leave earned based upon term date) and enters under earning code "Annual Leave Payout" the remaining annual leave balance. We would like this to be an automatic process.
- Call Outs - automatically add 1/2 hour regulate time for drive time

General Features

- Employees ability to update their W4
- User Friendly - Employee Portal to see all payroll and benefit items
- Bi-weekly pay periods - 26 pay periods
- Time Entry timesheets
- Ability to post time against project ids
- Ability to charge time to project ids using adjusted hourly rate and included overhead charge
- Correct previous and current pay periods
- ACH payment for payroll
- Exception time reporting for salary employees (Only enter leave, if not entering project ids)
- Employee leave requests, approvals and balances

- FMLA hours tracking (Available hours - 480 hours rolling 12. When hours should start to be placed back into their bucket, that is also done)
- Ability of the system to sum the total hours worked in a day and if over 16 hours, give a warning, Prior Approval of the CEO. This would not include holiday, sick, or annual leave.
- Ability to correct payment to vendors for plans (retirement, health insurance) - after pay period
- Military Leave tracking
- Ability to show only projects ids on timesheets where the employee is a resource of that project id
- Ability to setup delegates to enter Employees timesheets
- Ability to make adjustments to previous timesheets
- Deductions when there are 3 pay periods in a month, have deductions only come out of the two pay periods
- Add Benefit Pre/Post tax listing
- Add Retirement caps
- Add Retirement years
- Fix Retirement contributions with non-productive time and call outs

Configurations

- Adjust Compensation
- Annual salary cap for retirement contributions
- Adjust retirement contributions
- Adjust retirement if someone does not have enough hours worked
- Adjust pension if employee took out a loan against pension and making payments
- Pro-rated longevity at retirement
- Withhold retirement deduction on longevity bonus
- Annual leave payout upon employee termination/retirement
- Workflows for approvals
- Multiple accounts for payroll deposits based on percentage or amount
- Non-cash Comp - Use of vehicle commute
- Utilize work schedule to drive timesheets (9/80, 4/10) - may need multiple work weeks
- Utilize shift work schedule with Overtime Rules
- Multiple types of Retirement Plans (Calendar and Fiscal year, maximum earnings limits, maximum contribution limits, Roth Employer portion needs to be post tax)
- Close pay period so no new timesheets can be created for that pay period
- Deduct benefits and allowance from final paycheck with termination of employee
- Ability to pay employees their hourly rate for holiday hours based on whether they are full time or part time.
- Uniform allowance
- Military leave after 280 hours-Once an employee has exhausted the 280 hours available in the year of military leave. The supplement will pay the employee the difference of their normal GRDA pay less what they make from the military pay.

- Workers Compensation supplemental calculation If an employee is out on worker's compensation, they can elect to have their TTD check supplemented by GRDA (using their leave and shared leave donations if applicable). IF they choose the supplemental payroll determines the amount of TTD checks they have received during the pay period and calculates the difference between the pay they would have received for their scheduled hours less the amount of the TTD checks. Then based on the employees filled out forms we will supplement wages using sick and/or annual leave. If the employee is out of leave and it is approved, we can request shared leave donations from GRDA to help employee.
- Shared leave - another employee donates leave (annual or sick)

Validations

- Validation to not allow leave request if not enough in employees balance
- Validation of leave on timesheets to leave approvals
- Validation of employee bank routing numbers and check account numbers when entered by employees
- Employees are allowed to use up to 80 hours of enforced sick leave per calendar year. Pulled from their existing sick leave available balance. If employee has exhausted their sick leave, then they cannot use enforced sick leave
- Military leave- up to 280 hours per year (Oct thru Sept.)
- Ability for Time Auditors to view and return incorrect timesheets to employees
- Ability for Time Auditors to mark timesheets daily that they have reviewed instead of waiting till the pay period has ended
- Ability for Supervisors/Managers to view and return incorrect timesheets to employees
- Not allow FMLA Leave to be selected unless employee has been approved for FMLA

Integrations

- Microsoft D365 Finance and Operations application including HR
- Posting Payroll to project ids within D365
- Payroll posted with same dimensions as the payroll pay statement
- Indirect costs post individually to the Project IDs instead of all posting as a lump sum with labor
- Integration with SK Treasury Automation Suite
- Integration of benefits from D365
- Integration with D365 Accounts Payable after posting of payroll to create invoices for vendors
- Integration with 401K provider

Notifications

- Notification of leave on timesheets not matching approvals

Exports

- Export SoonerSave file to send to state
- Export OPERS file to send to state
- Export Pathfinder file to send to state
- Export OLEERS file to send to state
- Export salary OSF file to send to state
- Export HSA, FSA and dependent care actuals to send to American Fidelity
- Export benefit actuals (excluding HSA, FSA and dependent care) to send to EGID
- Export supplemental insurance actuals to send to each supplemental vendor

Reports

- Monthly
 - Cash Basis Report
 - PBCI
- Quarterly Filings
 - 941
 - OESC
 - Oklahoma Tax
 - West Virginia Tax
- Annual Filings
 - W-2
 - Electronic for employees to access
 - Create eFile
 - Select electronic delivery
 - 1095
 - Electronic for employees to access
 - Exception reporting for employees that were not employed the entire year
- Others
 - Number of Employees per pay period with departments and OESC wages per employee
 - Department of Labor report that breaks down men and women employees per month
 - Workers Compensation that has employee name, wages earned at straight time, overtime, double time with totals for Clerical versus Operations
 - Payroll Budgeting reports to be used need to include Personnel #, Employee Name, Title, Cost Center, FT/PT, Exempt/Non-Exempt, Hourly/Salary, Hourly Rate/Annual Salary, Supplemental Comp, Annual or YTD (can annualize) Cash Back, Longevity Date, Student Loans (even though they're not currently taxed), Annual or Monthly Car Allowance, Annual or Monthly Expense Allowance (Wiscaver only), Annual or Monthly Uniform Allowance, and YTD Overtime.
 - Available Out of the Box reports

A.5. Project Activity and Management

- The vendor will supply a project manager as the point of contact to coordinate with GRDA's project manager to monitor timetable and deliverables for completion specified in the RFP. It will be the goal of the vendor project manager to keep within the contracted cost. It will be the goal of both project managers to keep the project within the scope of the work outlined in the Statement of Work.
- Vendor's Project Manager shall develop with GRDA's Project Manager a project schedule at the beginning of the project. Any changes must be agreed upon by the vendor and GRDA before they are incorporated into the plan.
- The vendor shall coordinate all technical and functional work efforts, including training sessions with GRDA Project Manager.
- The vendor must schedule and attend all meetings during normal business hours, which are Monday – Friday, 8:00 – 5:00 PM Central Time.

Change Control Process

- Vendor shall establish standard project scope change process and necessary documents (i.e. Change Request form). Any changes to the project scope will be managed by the vendor's Project Manager and shall require GRDA's review and approval prior to being implemented.
- All parties must sign the approval portion of the Change Request form to authorize the implementation of any change that affects the Project's scope, schedule or price. Furthermore, any such changes that affect the scope of this RFP, schedule or price will require that an amendment to the Statement of Work be executed between the parties.
- Vendor shall respond in writing to a Change Request within ten (10) business days of receipt of the request to include a quote for the work required to complete the change, stating the estimated number of hours of effort, an estimate delivery date, and details of the technical approach for the proposed change and the period of validity of the quote ("Change Quote")

- GRDA shall respond within ten (10) business days from receipt of a Change Quote, unless additional approval time is required due to GRDA's statutory requirements. This may be either approval (for the analysis or development to proceed), cancellation or notification that further time shall be required by GRDA to consider the quote.
- On receipt of a duly signed change order, vendor shall supply the services that are the subject of the request, and such services shall be deemed services in accordance with this schedule.

A.6. Available Technology Resources, Data Migration, and Integration Points

- Vendor shall identify and mobilize the appropriate resources with the necessary skillsets to meet the requirements.
- Vendor shall appoint a Project Manager as the point of contact who will be responsible for understanding the requirements, acquiring the appropriate resources with necessary qualifications, monitoring the status and quality of the Deliverables and administering the project.
- GRDA shall provide a Project Manager, System Owner and dedicated project team that shall consist of subject matter experts with the authority to resolve any issues throughout the project.

A.7. Support, Training and Maintenance

- The vendor must warrant that the system will function as designed and detailed in the final sales agreement and in the supplied documentation for a period of twelve (12) months after installation and GRDA acceptance
- The vendor must demonstrate the ability to supply long term technical support (greater than ten years) along with the cost of the technical support
- The vendor must supply the cost of maintenance for the system
- The vendor must supply training of the system including administration, configuring data system, client software including reporting, analysis, and calculations
- Must detail in proposal the training format, duration and content

A.8. Deliverables

- Software licenses
- Implementation of software per requirements within Statement of Work
- Report/Dashboards
- Complete operation and maintenance documentation

A.9. Inspection and Acceptance

Final System Acceptance will occur after all terms and conditions of the contract negotiated with the Contractor have been successfully completed, all testing has been successfully completed and the System has operated in a live environment. In the event of non-compliance, contractor is to correct the System in conformity with the requirements of the RFP, at no additional increase in total contract amount.

A.10. Evaluation

The award to the successful bidder will be based on the best value criteria that meets the specifications listed below and the requirements herein.

Best Value Criteria:

All responses to this solicitation will be reviewed to determine the award based on "Best Value" evaluation method. This RFP will be evaluated on the following.

- a. Conformance to technical specification.
- b. Evaluated price, including long term maintenance fees, total system users, licenses, dashboard customization, and installation costs.
- c. Feasibility/ease of implementation.
- d. Performance and /or robustness of design.
- e. Product warranties and support/training.
- f. Performance guarantees.
- g. Expected lead time
- h. Quality Assurance/Quality Control of final system integration

A.11. Response Requirements

RFP responses should contain the following:

- **Contact Information**

Please provide the following information:

Company Name

Address

Name of individual who will act as primary point of contact for inquiries

Contact Person's Telephone Number

Contact Person's Email Address

- **Site Visit**

No site visit is required at this time.

A.12. Submission of Information

Written responses must be submitted no later than **April 30, 2024 at 5:00 PM CT**.

Responses to this RFP must be submitted via email to stephanie.waits@grda.com

Preparation and submittal of a response shall be at the expense of the vendor and at no cost to GRDA.

Any questions pertaining to this RFP must be sent in writing via email to stephanie.waits@grda.com no later than **April 22, 2024 at 5:00 PM CT**. Only answers provided by the GRDA Central Purchasing Unit will be considered official and valid by GRDA.

A.13. Outcome

GRDA reserves the right to reject any or all Bids, to waive any and all informalities to evaluate Bids, to award or not award contracts, and to disregard all nonconforming, nonresponsive, and/or conditional Bids.

The following terms must be incorporated into the contract between the Grand River Dam authority and the contractor:

1. Nondisclosure Provisions. GRDA is subject to the Oklahoma Open Records Act, 51 O.S. § 24A.1 *et seq.*, and the Oklahoma Open Meetings Act, 25 O.S. § 301 *et seq.* Pursuant to either act, GRDA may be required to disclose material that would otherwise be considered to be confidential under the terms of the Agreement. Contractor agrees to release and hold GRDA harmless from any liability related to disclosures of information pursuant to the Oklahoma Open Records Act or the Oklahoma Open Meetings Act.
2. Governing Law and Venue Provisions. The Agreement will be interpreted in accordance with the laws of the State of Oklahoma. Oklahoma law will apply to any dispute arising from or related to the Agreement. The state district courts of Tulsa County, Oklahoma, will have exclusive venue to adjudicate any such disputes.
3. Statute of Limitations and Waiver of Jury Trial Provisions. Neither party waives or shortens any statutory claims periods prescribed under Oklahoma law. Neither party waives the right to a trial by jury.
4. Indemnification and Liability Provisions. GRDA will not be required to indemnify any party (including third parties) for GRDA's acts or omissions arising from or related to the Agreement. Nothing in the Agreement is intended to waive, and GRDA specifically preserves all rights related to, the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*
5. Authorization. The party signing for the Contractor below warrants and represents that they: (a) possess sufficient authority to bind their principals to the terms of this Amendment; and (b) understand GRDA has relied upon the effectiveness of this Amendment as a condition precedent to the Agreement; and (c) GRDA would not have entered into the Agreement absent this Amendment.
6. CERTIFICATION REQUIRED BY 74 O.S. § 85.42(B). Contractor certifies 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 Purchase Order.
7. CERTIFICATION REQUIRED BY 74 O.S. § 582(B). Contractor 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.
8. CERTIFICATION REQUIRED BY 74 O.S. § 12005. Contractor certifies that it is not engaged in a boycott of energy companies, nor will it engage in a boycott of energy companies during the term of this Contract.
9. STATUS VERIFICATION SYSTEM. Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time this 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 Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
10. Statements, Books, and Records. Contractor agrees to furnish Client, in such form as will be reasonably satisfactory to GRDA, such detailed statements pertaining to the cost of material and labor as may be necessary for GRDA to comply with the requirements of its internal purchasing and accounting policies or any governmental regulatory authority having jurisdiction over GRDA. In determining the amount of compensation payable to Contractor, Contractor will, during the period of performance of work invoiced on a time and material basis, maintain books, records, documents, and other supporting data relating to the amounts invoiced.
11. Record Retention and Audits. Contractor will, at all times during the term of this Contract and for a period of five (5) years after the completion of this 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 Contract.
12. Personnel Risk Assessment. At least fifteen (15) days prior to any on-site activity, Contractor will provide a full legal name and valid working email address for each of Contractor's employees, agents, or representatives (including subcontractors and any of subcontractor's employees) who will perform work on Site so that GRDA may complete a background check for each such individual. GRDA's Manager of Physical Security will send a link to each of those email addresses to allow each of those individuals to complete a Personnel Risk Assessment. Only those persons successfully completing the Personnel Risk Assessment and approved by the Designated

GRDA Representative may enter onto the Site. Contractor, at no additional cost to GRDA, will immediately remove or cause to be removed from the Site any personnel considered by GRDA to be incompetent or unfit, whenever requested to do so by GRDA. Such person may not again be employed at the Site. Contractor, at Contractor's expense, will provide a replacement for any personnel removed.

Exhibit A
Price Sheet

Task	Qty	Unit	Unit Bid	Task Price
Software Costs				
Software Licenses			\$	\$
Other (Please Specify)			\$	\$
			\$	\$
Software Maintenance & Support Costs				
Year 1			\$	\$
Year 2			\$	\$
Year 3			\$	\$
Year 4			\$	\$
Year 5			\$	\$
Software Implementation Services & Fees				
Project Management			\$	\$
Training			\$	\$
Travel and per diem expenses (to include airfare, lodging, transportation, meals, parking, etc.)			\$	\$
Post Implementation				
Technical Support (Site and Phone Consultation)			\$	\$
Other (Please Specify)			\$	\$
			\$	\$
Total			\$	\$

Vendor to provide bid amount as a lump sum to include all labor, materials, equipment, and travel related expenses necessary to perform this service.



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)

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.

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.

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
918-256-5545

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

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

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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 for this Request for Proposal or Request for Quote.

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

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.



GENERAL BIDDING INSTRUCTIONS FOR STANDARD & EMERGENCY BIDS

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)

Exhibit GTC-1 *Supplemental Terms of Service*

(attach supplemental terms describing the details, nature, quality, and parameters of services to be provided)

- Technical description of services to be completed (collectively, "Services"):

- All Services must be completely and satisfactorily completed on or before _____. Time is of the essence with respect to this PO/Contract.
- Upon completion of all Services, Seller will notify GRDA that the Services are complete and ready for inspection. GRDA may inspect such Services and notify Seller of any deficiencies. Seller will promptly correct any such deficiencies at Seller's sole cost and expense.

EXCEPTION STATEMENT

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. Copies of (1) the proposed Contract or GRDA Terms and Conditions and/or (2) Specifications are 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.