



**REQUEST FOR PROPOSAL (RFP) –  
RFP 5283  
STATEMENT OF WORK  
EMAIL SECURITY SOLUTION  
OCTOBER 8, 2024**

**Submit Responses To: Stephanie Waits**

**Phone: 918-530-5672**

**Email: [stephanie.waits@grda.com](mailto: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 purchase and implementation of a solution to reduce the number of spam and malicious emails that continue to be received, even with current filtering software in place. The system must allow for future growth.

Only selected vendors based upon written responses will be asked to do demos of their solution.

Evaluation will be based upon written responses and demos.

### **A.3. Vendor Requirements**

Vendor must:

- Have a proven and demonstrable record of designing, supplying, installing similar systems. 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
- Ensure product license scalability and provide substantiating documentation
- Implement and maintain appropriate technical and organizational measures to ensure the confidentiality, integrity, and availability of the data. This includes protecting against unauthorized access, disclosure, alteration, and destruction of data in accordance with a compliance framework

Vendor should:

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

Additionally:

- All data processed, stored or transmitted by the email security tool shall remain the exclusive property of GRDA
- The vendor and/or solution shall not use, disclose, or share this data for any purpose other than providing the agreed-upon services under this contract

### **A.4. Technical Requirements**

#### Function

- Please see attached Requirements spreadsheet. **Responses are required for all "Must Have" requirements.**

#### Services

- Installation, commissioning and training of the system by the vendor
- Configuration of the system to meet GRDA needs

### **A.5. Project Activity and Management**

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 and schedule.

The Vendor's Project Manager shall develop with GRDA's Project Manager a detailed 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.

Vendor shall coordinate all technical and functional work efforts, including training sessions with GRDA Project Manager.

Vendor must schedule and attend all meetings during normal business hours, which are Monday – Friday, 8 - 5 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.

#### **Terms for Termination of Contract**

- GRDA may terminate contract issued under this RFP for convenience upon ten (10) days prior written notice to Contractor, or should the work be delayed for a period in excess of thirty (30) days due to a force majeure condition.
  - Examples
    - Vendor not providing an actionable project plan
    - Project Deliverables late and no attempt to have discussions on changes to project plan
    - Not meet requirements listed
    - Not deliver a viable and sustainable solution
- Upon termination of the Contract by GRDA, GRDA shall be released from further liability to the Contractor. If the Contractor cannot be located, the payment for any amount owed to the Contractor for work performed shall be held in GRDA funds for the Contractor for a period not to exceed thirty-six (36) months at which time the payment shall be deposited into the GRDA Revenue Fund. This shall release GRDA from any further liability to the Contractor.

#### **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.
- GRDA shall provide a hardware environment. The infrastructure, application and database must be tested by the vendor with validation from GRDA and fully functional prior to the commencement of services.

#### **A.7. Support, Training and Maintenance**

- Have 24x7 global support for the product and provide substantiating documentation
- Ensure enterprise support and provide substantiating documentation
- 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
- Vendor must demonstrate the ability to supply long term technical support (greater than ten years)
- Vendor must supply the cost of maintenance for the system
- Vendor must supply training of the system including administration, configuring data system, client software including reporting, analysis, and calculations

#### **A.8. Deliverables**

- RFP Price Sheet (Included)
  - If multiple services/modules are needed to meet our requirements, itemize separately
  - Clearly state if implementation services are included in the priced
    - If not, include the cost in the Price Sheet
  - Include any additional(optional) services/modules, noted as Optional, itemize separately
    - Would be interested if offer Security Awareness Training and Phishing Simulation services/modules
    - Would be interested if offer Data Protection and/or e-Discovery services/modules
- Project Schedule
- Detail the training format, duration and content

- Implementation of software per requirements within Statement of Work
- 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 are completed, all testing is completed, and the System has operated live. In the event of incompliance, contractor is to correct the System in conformity with the requirements of the RFP, at no additional increase in total contract amount.

#### **A.10. Cyber Security**

Third-Party and Vendor Risk must be mitigated by certain assurances from the companies that GRDA transacts. Respondents must address each of the following in their response. Respondents must explain what mechanisms or measures are in place for each of the following requirements:

- Implement robust security measures including, but not limited to, encryption, intrusion detection/prevention systems.
- Adhere to industry standards such as ISO/IEC 27001, NIST, and GDPR.
- Provide a detailed incident response plan.
- Ensure continuous monitoring and conduct regular security audits.

#### **A.11. Administration**

Administration for the service(s), system(s), or product(s) should be user-friendly and support the security concept of least privilege. Respondents must address each of the following in their response. Does respondent:

- Offer a user-friendly administration interface that supports efficient management of the system.
- Support user management and role-based access control.
- Provide detailed logs and audit trails for all administrative actions.
- Secure administrative functions with multi-factor authentication.

#### **A.12. Single Sign-On (SSO)**

With workforce turnover, it is important that access to the service(s), system(s), or product(s) be centrally managed by GRDA. Respondents must address each of the following in their response. Does respondent:

- Support Single Sign-On (SSO) using SAML via Microsoft Entra as authentication platform
- Enable seamless user access with a single authentication process.
- Provide documentation for SSO configuration.
- Integrate with existing identity management systems, specifically Microsoft Entra ID (AAD).

#### **A.13. Vendor Remote Access**

If the service(s), system(s), or product(s) will require interactive login remote access to GRDA network environment by respondent employees or contractors, respondents must address each of the following in their response:

- Ensure secure remote access protocols, including VPN and multi-factor authentication.
- Limit remote access to authorized personnel only.
- Monitor and log all remote access activities.
- Regularly review and update remote access permissions.

#### **A.14. Protection of Personally Identifiable Information (PII)**

If the service(s), system(s), or product(s) involves the handling or processing of data that falls within regulations that apply to PII, respondents must address each of the following in their response:

- Comply with relevant laws and regulations, including GDPR, CCPA, and HIPAA.
- Securely collect, process, store, and dispose of PII.
- Implement data encryption and access controls.
- Provide mechanisms for data subject requests, including access, correction, and deletion of PII.

#### **A.15. Cardholder Data**

If the service(s), system(s), or product(s) involves the handling or processing of Cardholder Data as defined by PCI DSS standards or any other applicable regulation for such data, respondents must address each of the following in their response. Does respondent:

- Comply with the Payment Card Industry Data Security Standard (PCI DSS).
- Implement strong encryption for cardholder data during transmission and storage.
- Restrict access to cardholder data to authorized personnel only.
- Regularly monitor and test networks to ensure the security of cardholder data.
- Provide mechanisms for detecting and responding to security incidents involving cardholder data.

#### **A.16. Financial Account Information**

If the service(s), system(s), or product(s) involves the handling or processing of financial account information that may fall outside the scope of PII regulations, for example GRDA business financial account information, respondents must address each of the following in their response. Does respondent:

- Implement measures to protect financial account information in compliance with relevant regulations.
- Use strong encryption for financial data during transmission and storage.
- Limit access to financial account information to authorized personnel only.
- Regularly monitor and audit systems handling financial account information.
- Provide mechanisms for detecting and responding to security incidents involving financial account information.

#### **A.17. 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.

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

#### **A.18. 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.19. Submission of Information**

Written responses must be submitted no later than **October 25, 2024 at 5:00 PM CT**.

Responses to this RFP must be submitted via email to [stephanie.waits@grda.com](mailto: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](mailto:stephanie.waits@grda.com) no later than **October 18, 2024 at 5:00 PM CT**. Only answers provided by the GRDA Central Purchasing Unit will be considered official and valid by GRDA.

#### **A.20. 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.

## RFP Price Sheet

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

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.**

**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](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  
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](mailto:Accounts.payable@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.

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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*



## **Agreement for Services**

**RFP/RFQ Number:**

**Project:**

## Agreement for Services Cover Page

The Parties hereby agree to the following terms, which are incorporated into and made a part of the Contract:

Contract Effective Date: [REDACTED] (“Effective Date”)

<b>Grand River Dam Authority  (“GRDA”)</b>	Party Name	[REDACTED] (“Contractor”)
9933 East 16 <sup>th</sup> Street Tulsa, OK 74128	Address	[REDACTED]
Oklahoma	Jurisdiction of Organization	[REDACTED]
Governmental Agency of the State of Oklahoma	Organization / Company Type	<input type="checkbox"/> Governmental <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Other: _____
<b>Contact Information</b>		
[REDACTED] Grand River Dam Authority PO Box 609 Chouteau, Oklahoma 74337 .....	Commercial and Operational	[REDACTED]
GRDA Procurement Administrator or Designee: <b>Stephanie Waits</b>  Grand River Dam Authority PO Box 609 Chouteau, Oklahoma 74337 Phone: (918) 824-7547	Contracts	[REDACTED]
Grand River Dam Authority Attn: General Counsel 9933 E. 16 <sup>th</sup> Street Tulsa, Oklahoma 74128 Legal.Notices@GRDA.com	Legal Notices	[REDACTED]
Grand River Dam Authority Attn: Accounts Payable PO Box 609 Chouteau, Oklahoma 74337 accounts.payable@grda.com	Invoices and Payments	[REDACTED]

## Cover Page (continued) Agreed Contractual Provisions

The Parties hereby agree to the following terms, which are incorporated into and made a part of the Contract. If a Party does not check a box, the default term will apply. Select the appropriate boxes for each section:

<p><b>Section 3.1: Contract Type</b></p> <p><input type="checkbox"/> Time and Materials Contract (<i>default</i>) OR</p> <p><input type="checkbox"/> Lump Sum Contract</p>	<p><b>Section 4: Insurance</b></p> <p><input type="checkbox"/> Standard Liability Insurance Amounts (<i>default</i>) OR</p> <p><input type="checkbox"/> Custom Liability Insurance Amounts. The limits of liability will not be less than <span style="background-color: yellow;">    </span> Million Dollars (\$<span style="background-color: yellow;">    </span>,000,000) per occurrence and <span style="background-color: yellow;">    </span> Million Dollars (\$<span style="background-color: yellow;">    </span>,000,000) aggregate. If defense costs are included in the limits of liability, then the required limits on each of the limits of liability referenced above will be increased by <span style="background-color: yellow;">    </span> Million Dollars (\$<span style="background-color: yellow;">    </span>,000,000).</p>
<p><b>Section 3.1: Contract Price</b></p> <p>The Contract Price will be <span style="background-color: yellow;">    </span> U.S. dollars (\$<span style="background-color: yellow;">    </span>).</p>	<p><b>Section 4: Insurance (Umbrella Coverage)</b></p> <p><input type="checkbox"/> Standard Umbrella Insurance Amounts (<i>default</i>) OR</p> <p><input type="checkbox"/> Excess/Umbrella Insurance Coverage not less than <span style="background-color: yellow;">    </span> million dollars (\$<span style="background-color: yellow;">    </span>,000,000).</p>
<p><b>Section 5.1(b): Contract Term</b></p> <p><input type="checkbox"/> Project-Based Term (<i>default</i>) OR</p> <p><input type="checkbox"/> One-Year Term</p>	<p><b>Section 8: Base Warranty Period</b></p> <p><input type="checkbox"/> One Year (<i>default</i>) OR</p> <p><input type="checkbox"/> <span style="background-color: yellow;">    </span> Years</p> <hr/> <p><b>Schedule 1-C: Personnel Risk Assessment Form</b></p> <p><input type="checkbox"/> Contractor's personnel must complete Schedule 1-C. OR</p> <p><input type="checkbox"/> Contractor's personnel are not required to complete Schedule 1-C.</p>

(remainder of Contract to follow)

This Contract, together with the Cover Page, is entered into on the Effective Date between the GRDA and Contractor, together, the “Parties.”

In consideration of the mutual terms, covenants, and conditions set forth below, the Parties agree as follows:

1. COMMENCEMENT OF PERFORMANCE AND SCOPE OF SERVICES.

1.1 Complete Performance. Contractor will fully, adequately, and completely perform the project described in **Schedule 1-A** (“Project”) to the satisfaction of GRDA, in GRDA’s discretion. The Project must be completed in full compliance with the terms and conditions, plans and technical specifications, blueprints, drawings, and any addenda made a part of this Contract.

1.2 Entire Agreement. This Contract constitutes the entire agreement between the parties and supersedes any oral or written representations, understandings, proposals, or communications previously entered into by or on account of the parties regarding this subject matter. In the event of any conflict between this contract document and any of the Exhibits or Schedules hereto, the terms and provisions of this Contract will control, followed by the GRDA Request for Proposal or Request for Quote, followed by the Contractor’s Bid Proposal.

1.3 Contractor’s Initial Representations. By executing this Contract, Contractor represents that Contractor:

- (a) has carefully examined the Site and has informed itself of the facilities for delivery and placement of all equipment and materials;
- (b) has carefully evaluated the weather and other conditions which will influence its productivity in performing the Project;
- (c) is fully aware of all conditions that exist or difficulties that may be encountered arising from or related to the execution of the Project;
- (d) warrants that the specified times for completion of the Project are reasonable times for its completion;
- (e) will complete the Project within the specified times; and
- (f) must fulfill the requirements in the Contract without claiming any additional compensation.

1.4 Personnel Risk Assessment Forms and Personnel Access. Prior to the commencement of any work, Contractor will cause any necessary personnel (as determined by GRDA) to complete a Personnel Risk Assessment form attached as **Schedule 1-C**, which includes consent to a criminal background investigation. Contractor will prevent any unauthorized personnel from performing work on the Project.

## 2. SCOPE OF WORK.

2.1 Scope of Project. The scope of work to be performed by Contractor is more particularly described in: (i) **Schedule 1-A**; (ii) this Contract; and (iii) the RFP/RFQ, which is attached to this Contract as **Schedule 1-D** and made a part hereof. Contractor warrants and represents that Contractor has read, understands, and will perform all work in accordance with each of the terms of these documents. Provided, Contractor and GRDA may agree in writing to expand the scope of work to be performed by Contractor by fully executing **Schedule 1-F**.

2.2. Authorization to Begin Work. Contractor will not commence performing the Project unless it receives written authorization from the GRDA. Once the Project has commenced, Contractor will, in a good and workmanlike manner, perform and complete the Project as required by this Contract, within the time specified for each separate task associated with the Project.

2.3 Contractor will Obtain Permits, Licenses, and Certificates. Contractor will obtain all applicable permits, certificates and licenses, and Contractor agrees to fully comply with such permits. Contractor will, at all times, fully comply with all applicable laws and regulations. If Contractor receives any complaint, investigation, or notification of non-compliance with any permit, certificate, or license, Contractor will immediately notify GRDA.

## 3. CONTRACT PRICE, ACCEPTANCE, FINAL PAYMENT, ALTERATIONS, AND CHANGE ORDERS.

### 3.1 Contract Type.

<p><b>The Parties have selected either “Time and Materials Contract” or “Lump Sum Contract” as indicated on the Cover Sheet.</b></p>
<p><b>Time and Materials Contract:</b></p> <p>All work arising from or related to this Contract must be performed and billed: (i) on a time and materials basis, for materials actually provided and for work actually performed to GRDA’ (i.e. after the Project is fully complete); (ii) pursuant to an approved Service Work Authorization; and (iii) at the rates submitted by Contractor on the Rate Quotation Sheet. Nothing in this Contract, or in any Service Work Authorization, shall entitle Contractor to receive payment for any work on a lump-sum basis, or for any work not actually performed by Contractor in accordance with this Contract. Provided, and notwithstanding any provision to the contrary, the sum of all payments delivered by GRDA to Contractor for all work performed pursuant to this Contract may not exceed the Contract Price. Contractor must <u>completely perform all work</u> necessary to satisfactorily complete the Project, in accordance with each of the terms of this Contract, for the <u>lesser</u> of (i) Contractor’s actual time and materials; or (ii) the Contract Price.</p>
<p><b>Lump Sum Contract:</b></p> <p>All work arising from or related to this Contract must be performed and billed: (i) on a lump-sum basis, only after all materials have actually been provided and for work actually performed to GRDA’s satisfaction (i.e. after the Project is fully complete); (ii) pursuant to an approved Service Work Authorization; and (iii) at a total cost to GRDA of the Contract Price.</p>

3.2 No GRDA Waiver by Approval. GRDA’s final acceptance of the Project will not of itself constitute an approval or acceptance of any faulty work or defective materials, whether latent or patent, nor will any payment, whether partial payment or final payment by GRDA, or release of retainage, constitute a waiver and/or acceptance of any defective or faulty workmanship or materials.

3.3 No Additional Compensation Authorized. Contractor will not be entitled to any claim for additional compensation related to the performance of additional work beyond the scope of the original Contract unless the claim for additional compensation is approved and authorized in writing by the appropriate GRDA personnel, which may require approval by the GRDA Board of Directors. Contractor will not proceed with any such work unless specifically authorized in writing by GRDA.

3.4 Invoice and Inspection Procedures. Contractor will notify GRDA in writing when Contractor has completed the Project by submitting a completed copy of **Schedule 1-B**, along with all necessary supporting materials. GRDA will inspect the Project, and will either approve the Project or notify the Contractor regarding any deficiencies. Contractor will promptly correct any such deficiencies prior to receiving payment from GRDA.

4. INSURANCE.

4.1 Insurance. Contractor, at its own expense, will carry, with reliable insurance companies that are acceptable to GRDA, the following types of insurance with limits not less than shown in the respective amounts:

<b>The Parties have selected either “Standard Liability Insurance Amounts” or “Custom Liability Insurance Amounts” as indicated on the Cover Sheet.</b>
<b>Standard Liability Insurance Amounts:</b>
limits of liability will not be less than one Million Dollars (\$1,000,000) per occurrence and two Million Dollars (\$2,000,000) aggregate. If defense costs are included in the limits of liability, then the required limits on each of the limits of liability referenced above will be increased by one Million Dollars (\$1,000,000) (collectively, “Insurance Requirements”).
<b>Custom Liability Insurance Amounts:</b>
The limits of liability will not be less than the amounts described in the “Custom Liability Insurance Amount” section of the Cover Sheet (collectively, “Insurance Requirements”).

- a) Commercial General Liability Insurance. Contractor will maintain for the duration of this Contract a commercial general liability insurance policy covering all work and operations by or on behalf of Contractor, including but not limited to coverage for bodily injury, wrongful death, personal injury, property damage, premises and/or operations hazards, products and completed operations, and contractual liability insuring the obligations assumed by Contractor in this Contract. The commercial general liability insurance policy cannot exclude the perils of explosion, collapse, and underground hazards. The commercial general liability insurance policy will be written on an occurrence basis. The limits of liability may not be

less than the Insurance Requirements. If the commercial general liability insurance policy utilizes a general aggregate limit, then the general aggregate limit will apply separately to the work and operations performed by or on behalf of Contractor, or alternatively Contractor may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other project or activity of Contractor.

GRDA, its officers, directors, employees, representatives, and agents will be expressly named as additional insureds on the commercial general liability insurance policy with respect to liability arising out of work and operations performed by or on behalf of Contractor. The commercial general liability insurance policy will stipulate that the insurance afforded to the additional insureds will apply on a primary and non-contributory basis and that any other insurance carried by the additional insureds will be excess only and will not contribute with this insurance.

- b) Automobile Liability Insurance. Contractor will maintain for the duration of this Contract an automobile liability insurance policy insuring against claims for bodily injury and property damage and covering liability arising out of all motor vehicles, including owned, leased/hired, and non-owned motor vehicles. The limit of liability will not be less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damages. The automobile liability insurance policy will be written on an occurrence basis.
- c) Workers' Compensation and Employer's Liability Insurance. For the duration of this Contract, Contractor will provide workers' compensation insurance sufficient to meet its obligations under the laws of the State of Oklahoma. Further, Contractor will provide employer liability insurance covering its legal obligation to pay damages because of bodily injury or occupational disease (including resulting death) sustained by an employee. The employer liability insurance will contain a liability limit of no less than One Hundred Thousand Dollars (\$100,000) per accident for bodily injury or disease.
- d) Excess/Umbrella Insurance. Contractor will provide Excess/Umbrella insurance coverage ("Umbrella Coverage") of not less than the following:

<b>The Parties have selected either "Standard Umbrella Insurance Amounts" or "Custom Umbrella Insurance Amounts" as indicated on the Cover Sheet.</b>
<b>Standard Umbrella Insurance Amounts:</b>
Three million dollars (\$3,000,000.00).
<b>Custom Umbrella Insurance Amounts:</b>
the amounts described in the "Custom Umbrella Insurance Amount" section of the Cover Sheet.



4.2 Certificates of Insurance. Contractor must provide a certificate of all such insurance to the Legal Contact listed for GRDA on the Cover Page. The certificate(s) must show the name and address of the insured, particular work covered, limits of coverage, policy number, effective and expiration dates and cancellation requirements. If Contractor changes insurers during Contractor’s performance of this Contract, Contractor will ensure that there are no lapses in coverage and will notify GRDA prior to any modification to the above-described policies. In the event Contractor fails to maintain insurance as provided by this paragraph, Contractor is in default under this Contract.

5. CONTRACT TERM AND TERMINATION.

5.1 Effective Date and Term.

(a) This Contract will become effective on the Effective Date. Provided, the Contract will not become effective unless it has been executed by both parties and approved by the GRDA Board of Directors.

(b) Term:

<b>The Parties have selected either “Project-Based Term” or “One-Year Term” as indicated on the Cover Sheet.</b>
<b>Project-Based Term:</b>
This Contract will terminate upon the issuance of a certification of completion or final payment by GRDA, unless terminated earlier as described by this Contract.
<b>Defined Term:</b>
This Contract will terminate on the one-year anniversary of the Effective Date. Provided, Contractor will fully perform and complete any work initiated prior to termination of the Contract, unless otherwise directed by GRDA.

5.2 Termination for Convenience. GRDA may terminate this Contract for any reason upon thirty (30) days prior written notice to Contractor. If GRDA terminates the Contract under this paragraph, GRDA will pay Contractor a portion of the Contract amount reflecting the amount of work successfully completed and approved by GRDA at the time of termination. All termination charges will be due and payable thirty (30) days from the date of receipt of Contractor’s final invoice, which will be delivered to GRDA no more than thirty (30) days after GRDA delivers Contractor such notice of termination. If Contractor fails, for any reason, to deliver a final invoice to GRDA within this period, Contractor’s claims for payment against GRDA will be released and forever barred.

5.3 Termination for Cause. If: (1) Contractor’s work on the Project is delayed for a period in excess of ninety (90) days due to a force majeure condition; or (2) Contractor fails, at any time during the performance of the Project, to perform any of its obligations described in the Contract, and in either case, fails to substantially cure the non-conforming action within five (5) days of receiving notice, GRDA may, at its election, and without prejudice to other remedies it may have, either: (i) terminate this Contract in its entirety and pay to Contractor a portion of the

Contract amount reflecting the amount of work successfully completed and approved by GRDA prior to the time of cancellation; or (ii) utilize another contractor to perform any portion of the work, at the expense of Contractor. GRDA's remedies in the event of termination for cause, as described in this paragraph, will not be construed as a waiver of any other rights or remedies available to GRDA under applicable law.

5.4 Obligations Surviving Termination. Contractor's contractual obligations pertaining to warranty, indemnification, confidentiality, insurance, choice of law, jurisdiction, and audit rights will survive termination.

## 6. SUBCONTRACTING.

6.1 No Subcontractors without GRDA Consent. Except as provided in Contractor's Bid Proposal, Contractor will not subcontract any portion of the Project without first obtaining GRDA's written consent. Provided, if GRDA approves a Subcontractor, that approval will not constitute a waiver of any of GRDA's rights arising under or related to this Contract.

6.2 Subcontractors Bound by Contractual Requirements. Each Subcontractor (and each subcontractor of a Subcontractor) will be bound by, and must comply with, each of the requirements in this Contract.

6.3 Contractor Remains Liable for Subcontractor Performance, Payment, and Management. Contractor will be fully and principally liable for: (i) all of the acts and omissions of its subcontractors; and (ii) each duty arising under or related to this Contract. Nothing in this Contract will be construed to create any contractual relationship between GRDA and any Subcontractor, nor any obligation on the part of GRDA to pay or to see to the payment of any money due any subcontractor of Contractor, except as may be otherwise required by law. Contractor will directly manage each of its Subcontractors in the performance of the Project.

## 7. INDEMNITY AND LIABILITY.

7.1 Indemnity. Contractor will indemnify, defend, and hold harmless GRDA and its officers, directors, employees, representatives 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 negligent or wrongful act or omission of Contractor or Contractor's officers, directors, employees, subcontractors, representatives and agents; (b) all liens or claims in any way related to the items or services furnished by Contractor; (c) defects in the items or services furnished by Contractor; (d) any unauthorized access to Contractor's electronic system(s) by either third parties or unauthorized Contractor personnel; or (e) Contractor's failure to comply with any of the terms of this Contract. This indemnity obligation shall be in addition to the warranty obligations of Contractor.

7.2 No Partnership or Joint Venture. This Contract will not be construed as, nor given the effect of, creating a joint venture, partnership, affiliation, or association that would otherwise render the Parties liable as partners, agents, or employer-employee or otherwise create any joint and several liability.

## 8. WARRANTIES.

8.1 General Warranty. Contractor warrants that the Project, including all equipment and work to be provided, will conform to all required specifications, will be free of defects in workmanship or material, and will be designed for the purposes stated in the Contract for the Base Warranty Period, commencing from the date of the fully executed Certificate of Contract Completion.

8.2 Warranty Claims and Corrections. If GRDA discovers any failure to conform to the foregoing warranties during the Base Warranty Period, and GRDA gives Contractor written notice within thirty (30) days after the expiration of such Base Warranty Period, then Contractor will promptly correct such nonconformity at Contractor's sole cost and expense.

8.3 Warranty on Corrected Claims. The warranty on the repaired or replaced equipment, or the correction of defective workmanship will be for one (1) year commencing from the date of repair, replacement and/or rework.

8.4 GRDA's Correction of Warranty Claims. If Contractor fails to correct any defective or non-conforming portion of the Project within a reasonable time, GRDA may, upon written notice to Contractor, perform or cause to have performed the redesign, repair, rework or replacement of the non-conforming portion of the Project in GRDA's discretion, and charge Contractor for all costs arising from or related to such redesign, repair, rework, or replacement. This cost may include labor, materials, and other direct costs. GRDA may, at GRDA's discretion, separately invoice or deduct from payments otherwise due to Contractor the costs as provided herein. GRDA's right to charge Contractor these costs is in addition to any and all other rights and remedies available to GRDA.

## 9. FORCE MAJEURE, RISK OF LOSS, ASSIGNMENT, and AMENDMENTS.

9.1 Force Majeure Excuses Delay. Contractor will not be liable for delays in performance resulting from an act of civil or military authority; declared act of war; insurrection or riot; sabotage; terrorist activities; fire; earthquake; flood; embargo; declared national fuel or energy shortage; or unpreventable delay or accident in shipping or transportation, if such factors were not within the control of Contractor and not foreseeable by Contractor. Force Majeure may not be claimed due to economic factors, including, but not limited to, changes in the cost of materials or labor, tariffs, taxes, or governmental regulations.

9.2 Mandatory Procedures for Claiming Force Majeure. If Contractor claims Force Majeure, Contractor must immediately notify GRDA in writing regarding the Force Majeure event, the anticipated duration of delay, and Contractor's strategy to mitigate the delay. GRDA will approve or deny the Force Majeure claim using its reasonable discretion. If such a claim is approved, the date of delivery or time for completion of the Project will be extended by a period of time reasonably necessary to overcome the effect of the delay. Provided, Contractor will not receive any additional compensation for a Force Majeure event.

9.3. Title and Risk of Loss. Title to all materials furnished by the Contractor hereunder will pass to GRDA, free and clear of any liens, encumbrances, qualifications, or defects of any

nature, upon final completion of the Project. Notwithstanding the terms of any agency appointment agreement entered into by the Parties, Contractor will retain all liability for, and risk of loss or injury to all materials and Work to be furnished by Contractor until final approval and acceptance of complete performance of this Contract.

9.4. No Assignment. Contractor will not assign or otherwise transfer any duties to be performed under this Contract without the prior written consent of GRDA. Even if agreed to by GRDA, any assignment by Contractor will not relieve Contractor of its obligations under this Contract.

9.5. Amendment. This Contract may be amended only by a written instrument signed by both Contractor and GRDA.

## 10. INTELLECTUAL PROPERTY.

10.1 Intellectual Property Indemnification. Contractor will, at its own expense, defend, indemnify, and hold harmless GRDA from and against any claim that any equipment, work, material, or process furnished and/or used by Contractor arising from or related to the Project constitutes an infringement of any patent, copyright, trade secret, or other intellectual property. If GRDA receives notice of any such claim, GRDA will promptly notify Contractor in writing, and will provide other information that is reasonably necessary for Contractor to defend such claim. Contractor will notify GRDA regarding Contractor's choice of intended legal counsel to defend the claim. Legal counsel must be approved in advance by GRDA, at GRDA's sole discretion. Contractor will pay all damages and costs awarded in any suit or proceeding so defended. In case the equipment, work, material, or process, as a result of any suit or proceeding so defended, is held to constitute infringement of any patent, copyright, or trade secret, or its use by GRDA is enjoined, Contractor will, at its option and its own expense, either (i) procure for GRDA the right to continue using said equipment, work, material, or process; (ii) replace it with a substantially equivalent non-infringing equipment, work, material, or process, subject to pre-approval by GRDA; or (iii) modify the equipment, work, material, or process so it becomes non-infringing, subject to pre-approval by GRDA.

10.2 IP License. Contractor hereby grants to GRDA a nonexclusive, royalty-free license to use any of Contractor's intellectual property used in the performance of the Project, including, but not limited to, the design and construction related documents, blueprints, drawings, and computer programs including, but not limited to, machine readable object code, flow charts, logic diagrams, listings, and any listing generated therefrom (referred to herein as the "Software"), for use by GRDA in operating or in connection with the equipment. Any Software updates will also be covered by the provisions of this Contract.

## 11. COMPLIANCE WITH LAWS AND CHOICE OF LAW.

11.1 Contractor's Compliance with Laws. In the performance of any work under this Contract, Contractor and its subcontractors will comply with all applicable provisions and requirements of the Civil Rights Act of 1991 and any amendments thereto, the Fair Labor Standards Act of 1938 and amendments thereto, the Occupational Safety and Health Act of 1970, and all other federal, state, and local laws, including but not limited to environmental laws. The

Contract Price, as contained in Contractor's Bid Proposal, is based on full compliance by Contractor with these laws and requirements. If Contractor or any subcontractor fails to comply with such laws, regulations, or enactments, and Contractor is assessed a fine, penalty, cost, charge, and/or expense due to the noncompliance, Contractor will fully pay any such fine, penalty, cost, charge, or expense, and hold GRDA harmless regarding the same. In the event any such fine, penalty, cost, charge, and/or expense is assessed against GRDA, Contractor will indemnify GRDA as provided Paragraph 7.

11.2 Applicable Law. The words and phrases of this Contract will be given their ordinary English meaning and this Contract will be interpreted and construed in accordance with the laws of the State of Oklahoma. The state district courts of the State of Oklahoma shall have exclusive jurisdiction and venue to adjudicate any such disputes.

## 12. SAFETY.

12.1 Contractor's Safety Program. Contractor must have a comprehensive safety program covering all of Contractor's activities at the site that is designed to prevent injury to all persons and damage to all property that are on, about, or adjacent to the site. The safety program must be in writing in the form of a written safety manual that must be submitted to GRDA before the commencement of any Services. Contractor's safety manual must, at a minimum, (a) meet or exceed the standard of care for such programs as established by nationally recognized firms which provide goods and services of a similar nature, (b) include health, first aid, fire safety and emergency policies and procedures to be implemented at the site, (c) identify the personal protective equipment that will be required to be worn and/or used while working on the site, and (d) strictly comply with all OSHA regulations and any permits that are required to be obtained or maintained in connection with the Services. If GRDA determines that Contractor's safety manual does not meet the foregoing standards, it shall notify Contractor of such deficiencies in writing. Contractor shall immediately correct such deficiencies in the safety manual and implement the corrections into the performance of the work on the Services. Contractor will initiate and maintain all reasonable safety precautions and programs in connection with the performance of the work on the Project in accordance with the safety manual, OSHA regulations, and any permits that are required to be obtained or maintained in connection with the Services. Contractor will take all reasonable precautions for the protection and safety of, and will provide all reasonable protection to prevent harm, damage, injury or loss to: (i) all persons employed by Contractor or any Subcontractors in connection with the Services and all other members of the public who may be affected thereby; (ii) all materials and equipment or other personal property on the site or in the vicinity thereof; and (iii) the real property comprising the site and any real property in the vicinity thereof.

12.2 Contractor's Safety Plan. Contractor must maintain a safety plan to ensure that each of its personnel (including employees, agents, and contractors) remain safe during their performance of any specific work arising from or related to the Project.

12.3 Supervision of Safety. Contractor must fully supervise and control the performance of Contractor's personnel (including employees, agents, and contractors) and ensure that they: (i) comply with all applicable federal, state, and local safety standards; and (ii) otherwise conduct themselves at all times in a safe manner.

12.4 Accidents. Contractor will immediately report verbally to the Designated GRDA Representative (and in writing within 24 hours) the details of any accident that occurs arising from or related to the Project.

### 13. ACCOUNTING AND AUDIT RIGHTS.

13.1 Statements, Books, and Records. Contractor agrees to furnish GRDA, 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.

13.2 Record Retention and Audits. Contractor will, 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.

### 14. WAIVER AND NOTICE.

14.1 Waivers. The failure of either party to enforce, at any time, any of the provisions of this Contract or to require, at any time, performance by the other party of any of such provisions, will in no way be construed to be a waiver of such provision, nor in any way to affect the validity of this Contract, or any parts thereof, or the right of either party thereafter to enforce each and every provision.

14.2 Notices. Except as otherwise provided, all notices required or permitted to be given will be in writing and will be deemed properly given when delivered in person to the other party to be notified or when mailed by registered or certified United States mail, postage prepaid to the proper individual(s), or when sent by email to the party to be notified at its address set forth on the Cover Page, or such other address as the party to be notified may have previously designated by written notice to the other.

### 15. GENERAL PROVISIONS.

15.1 Taxes and Licenses. Unless otherwise required by law, Contractor has exclusive liability for all sales, use, excise and other taxes, charges, or contributions with respect to or imposed on any material or equipment supplied or work performed by Contractor, including such taxes or contributions imposed on the wages, salaries, or other remunerations paid to persons employed by Contractor in the performance of this Contract. Contractor shall pay all such taxes, charges, or contributions before delinquency and shall hold harmless GRDA from any liability and expense by reason of Contractor's failure to pay such taxes, charges, or contributions. Contractor shall obtain, at Contractor's expense, any necessary licenses necessary for Contractor to complete the Services.

15.2 Contractor as Independent Contractor. Contractor is an independent contractor with respect to its performance of the services hereunder which services shall be performed in accordance with Contractor's own methods, the terms of this Contract, and all applicable laws. Neither Contractor, its subcontractors, its suppliers, nor the employees of any of them, will be deemed to be agents, representatives, employees, or servants of GRDA in the performance of the services or otherwise.

15.3 Certifications Required by State Law.

- (a) Contractor and all approved 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 (as defined by 25 O.S. § 1312), which includes, but is not limited to, the free Employee Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).
- (b) 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 Contract while employed by the State of Oklahoma will be employed by Contractor to fulfill any of the services provided for under this Contract.
- (c) 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.
- (d) 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.

15.4 Representation and Warranty of Authority. Contractor represents and warrants that the signatory executing this Contract possesses sufficient authority to bind Contractor to the terms of this Contract.

(signature page to follow)

The Parties agree to the terms of this Contract (including the Cover Page and all Schedules).

**GRAND RIVER DAM AUTHORITY**

ATTEST:

(Seal)

\_\_\_\_\_  
Sheila Allen, Secretary

By \_\_\_\_\_  
Daniel S. Sullivan, Chief Executive Officer

Date: \_\_\_\_\_

**CONTRACTOR**

ATTEST:

(Seal)

\_\_\_\_\_  
Secretary

By \_\_\_\_\_

Date: \_\_\_\_\_



**Schedule 1-A: Description of the Project and Technical Specifications**

**(attach additional pages if necessary)**

**Description of services to be provided by Contractor (“Services”):**

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**Deadline for Completion:**

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**Geographical Location at which Services must be performed:**

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**Technical / Craft / Trade Requirements associated with the Services:**

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**Other requirements related to Services:**

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Contractor must perform all Services in strict compliance with the requirements of this **Schedule 1-A.**

### Schedule 1-B: Invoice Affidavit

State of Oklahoma ) Project Name: \_\_\_\_\_  
 ) ss  
 County of \_\_\_\_\_ ) Project No.: \_\_\_\_\_

Contractor certifies under oath, subject to penalty of perjury, that, to the best of Contractor's knowledge, information and belief:

- (1) the work and materials described in this invoice have been fully completed, provided, and delivered in compliance with the Contract Documents;
- (2) Contractor has completed all duties, and tendered all payments (including all invoices provided to Contractor by GRDA), as required by the Contract Documents;
- (3) Contractor has paid for all materials and labor (including Subcontractors) related to this invoice;
- (4) payment on this invoice is due and payable by GRDA;
- (5) all charges, descriptions, items, and other information included on the invoice is true and correct;

Contractor: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_.

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_.

\_\_\_\_\_, known (or made known) to me to be the \_\_\_\_\_ [Owner, partner, title] of the above named Contractor, who being by me duly sworn, subscribed in the foregoing affidavit in my presence.

Notary Officer: \_\_\_\_\_

Typed Name: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

Commission No: \_\_\_\_\_

Approved by: \_\_\_\_\_  
 Printed Name Title  
 \_\_\_\_\_  
 Signature Date

**Schedule 1-C: Personnel Risk Assessment form**

(attach current copy of form if selected on the Cover Page)

**Schedule 1-D: Incorporation of RFP/RFQ**

GRDA's Request for Proposal / Request for Quote is hereby attached, included and incorporated by reference into this Contract.

**Schedule 1-E: Incorporation of Contractor's Bid**

Contractor's bid / proposal is hereby attached, included and incorporated by reference into this Contract.

### Schedule 1-F: Form of Change Order.

This change order (“Change Order”) is made and entered into by and between the Grand River Dam Authority and Contractor as of the Change Order Effective Date.

1. Incorporation by Reference of Contract. GRDA and Contractor are parties to that certain Agreement for Routine Services dated [REDACTED], (“Contract”) the contents of which are hereby incorporated by reference.
2. Justification for Change Order. This Change Order is necessary because the Contract did not originally require Contractor to perform the Change Order Services, and it would be more efficient, more economical, or otherwise in GRDA’s best interest to require Contractor to perform the Change Order Services instead of rebidding the Change Order Services.
3. Change Order Effective Date. This Change Order will become effective upon the later of: (i) full execution by the parties; or (ii) approval by the GRDA Board of Directors.
4. Description of Change Order Services. Pursuant to this Change Order, Contractor will perform the following services for GRDA, to GRDA’s satisfaction, and in accordance with each of the terms of the Contract and this Change Order (with such services collectively defined as “Change Order Services”):

[Insert a detailed description of the Change Order Services to be performed by Contractor. Attach additional pages if necessary.]

5. Itemized Costs for Change Order Services. Contractor will perform all of the Change Order Services pursuant to the following rates:

[Insert a detailed description of the Contractor’s cost and rate structure to perform the Change Order Services. Be specific and thorough. Attach additional pages if necessary.]

Provided, and notwithstanding any provision to the contrary, Contractor must completely perform all work necessary to satisfactorily complete the Change Order Services, in accordance with each of the terms of this Contract and this Change Order, for the lesser of (i) Contractor’s actual time and materials; or (ii) \$ [REDACTED].

6. Technical Specifications for Change Order Services. Contractor will perform the Change Order Services in strict compliance with the following technical specifications, in addition to any other requirements arising under the Contract:

[Insert a detailed description of the technical specifications applicable to the Change Order Services to be performed by Contractor. Attach additional pages if necessary.]

7. Change Order Performance Schedule. Contractor must perform all Change Order Services in strict compliance with the following schedule:

Contractor commences performance of Change Order Services	No earlier than the Change Order Effective Date, and no later than [insert date of commencement deadline].
Contractor fully completes performance of Change Order Services	No later than [insert date of completion deadline].

8. Conflicts between this Change Order and the Contract. In the event of a conflict between **Schedule 1-E** and the Contract, the Contract will control.
9. Representation of Authority. The signatory for Contractor below represents that he/she possesses sufficient authority to bind Contractor to the terms of this Change Order.
10. Representations and Warranties. Contractor represents and warrants that each of its prior representations arising from or related to the Contract are true and correct as of the date that Contractor executes this Change Order, including, but not limited to, any representations and warranties related to non-collusive behavior and conflicts of interest.
11. Remainder of Contract Unchanged. Each of the remaining terms in the Contract shall remain unchanged.

(signature page to follow)

Contractor (Printed)	Signature of Contractor Representative	Date
Change Order Reviewed and Recommended By:		
Designated GRDA Representative:		Date _____
GRDA Procurement Administrator:		Date _____
Applicable GRDA EVP:		Date _____

Change Order Approved by:

\_\_\_\_\_  
[CEO or Applicable GRDA EVP]

## **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.