ADMINISTRATION PO Box 669 Chouteau, OK 74337



### **Solicitation Cover Page**

- 1. Solicitation #: 2702
- 2. Solicitation Issue Date: 3/6/25
- **3.** Brief Description of Requirement:

Vanguard Transformer Resistance Meter & Trip Saver Box

- 4. Response Due Date: 3/19/25
- **Time: 2:00 PM CT**
- 5. Contracting Officer: Name: Paul Proctor Phone: 405-297-9963, ext. 6 Cell: 918-500-0198 Email: paul.proctor@grda.co m

rand River Dam Authority

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.



WWW.GRDA.COM



**This is a standard bid process.** Please submit your bid via email to paul.proctor@grda.com by March 19, 2025 at 2:00 PM CST. All questions must be submitted in writing via email by March 17, 2025 at 2:00 PM CST.

## A completed non-collusion certificate is required and must be submitted with your bid if pricing is over \$5,000.00.

The RFQ pricing and vendor information form must be completed and signed by an authorized representative of your company in the space provided in the lower right-hand corner.

Please review all technical specifications and bidding instructions carefully for bid submission requirements. <u>Bids which are incomplete and/or missing required</u> documentation may be considered non-conforming and disqualified from evaluation.

### **EVALUATION**

The award to the successful bidder will be based on the best value bid received that meets the specifications listed below and the requirements herein. This includes, but is not limited to, the following in no order of precedence: price, delivery, adherence to specifications and ability to meet the needs of the project.

Where specifications or drawings identify an item of material or equipment by manufacturer's name and model/type, "or equal", products of equal quality and performance by other manufacturers may be substituted provided that such substitution is of equal design and quality, and that this substitution is acceptable to GRDA.

Only the brand name, model, and part number(s) will be accepted for any items listed that include the designation "sole brand" or "no sub." Bidder must identify if they are an authorized distributor for this item and if manufacturer warranty applies to this purchase. Bidder must also identify if item being bid is refurbished or new.

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

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

\*\*\*\*\* Please read the General Bidding Instructions, Terms and Conditions, and complete the exception statement attached at the end of the RFQ. \*\*\*\*\*

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# TRM-203/403 transformer resistance meters







## TRM-203/403 transformer resistance meters

#### **Product Overview**

The TRM-203 and TRM-403 are three phase transformer winding resistance meters that allow the user to connect all test cables to the transformer bushings. The unit will then measure the transformer resistance value for each of the phases without the need to disconnect and reconnect cables for each phase.

The TRM-203/403 can provide fast and stable readings of very large transformers by utilizing a 60Vdc power supply. The TRM-203 is capable of outputting a selectable test current from 1A to 20A while the TRM-403's test current is selectable from 1A to 40A.

Since both units can accurately measure resistance from 1 micro-ohm to 500 Ohms (up to 2000 Ohms for the TRM-203), they can be used as micro-ohmmeters to measure EHV circuit breaker contact resistance, or for any low resistance measuring application.

For a Delta transformer, the TRM-203/403 can measure the phase resistance readings and provide the individual Delta winding resistance values. The TRM-203/403 can also provide the individual winding resistance values for a Wye transformer without the neutral terminal.

If the transformer winding resistance temperature is available at the time of testing, the TRM-203/403 can calculate the equivalent resistance value at any temperature value. This useful feature can be used to compare the field readings against factory test resistance values.

A special test mode allows the TRM-203/403 to collect data automatically for up to 90 minutes at a 60-second sampling interval (10, 15, 20, and 30 second sampling rates are also available. Duration will vary accordingly). Test data is recorded with a time stamp.

All test results can be printed on the unit's built-in 2.5" wide thermal printer. Test record header information including the Company, substation name, transformer information, and operator name can also be entered.

The TRM-203/403 can automatically demagnetize the inductive device under test, eliminating the manual task of demagnetizing the transformer core after a resistance test.

The TRM-203/403 also has a "make-before-break" test mode that can be used to test the Load Tap Changer (LTC) or Voltage Regulator contact test sequence. The TRM-203/403 produces a "Dynamic-Resistance" graph of the LTC or Voltage regulator contact under operation. An opened contact can be detected visually from this resistance chart.

The TRM's built-in LTC/Voltage regulator can be used to conveniently change the LTC/voltage regulator tap position from the TRM-203/403 front panel.

#### **User Interface**

The TRM-203/403 features a back-lit graphic LCD screen (240 x 128 pixels) that is clearly visible in both bright sunlight and low light levels. A 44-key "QWERTY"-style membrane keypad is used to enter test information and operate the unit.

#### **Computer Interface**

The TRM-203/403 can be connected to a PC via the unit's RS-232C, USB, or Bluetooth interface. A PC can be used to control the TRM-203/403 to perform transformer resistance tests. Test records (stored in the TRM-203/403 or a USB Flash drive) can also be retrieved, reviewed, and printed. Test records are automatically exported to PDF, Excel, and XML formats.

#### **Safety Features**

The TRM-203/403 automatically dissipates the energy stored in the transformer at the end of each test. The discharge circuit will continue to work even if the TRM-203/403 power supply is lost.

#### **Test Record Storage**

The TRM-203/403 can store up to 256 static test records (111 tests per record) and 120 dynamic test records internally. For external test record storage, the TRM-203/403 features a USB Flash drive interface port. Up to 999 test records can be stored on a connected USB Flash Drive.

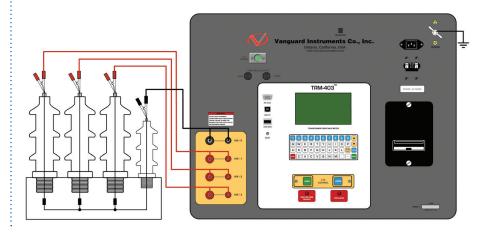
#### outstanding features

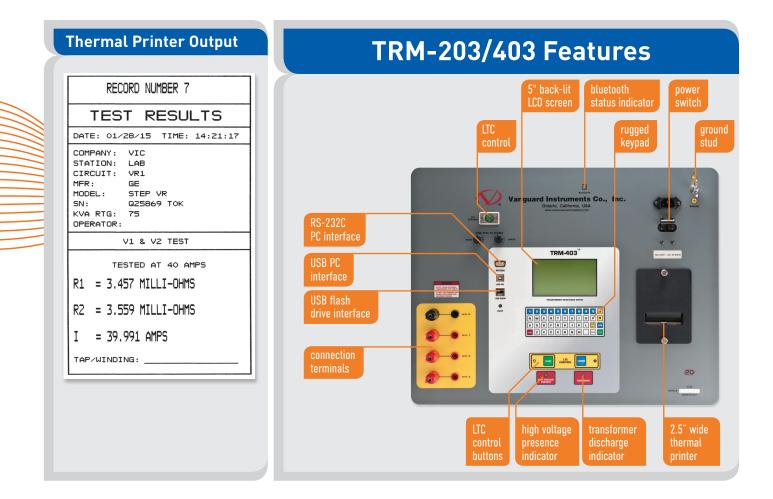
- Perform three phase test on a transformer without the need to switch cables
- Can provide individual Delta winding resistance values
- Can provide individual Wye (with no neutral) winding resistance values
- Demagnetize transformer after test
- Selectable test current from 1A to 20A (TRM-203) and 1A to 40A (TRM-403)
- Computer control via RS-232C, USB, or bluetooth wireless interface
- Built-in 2.5" wide thermal printer

#### ordering information

Part No.Description9060-UCTRM-203, cables, and PC software9006-UCTRM-403, cables, and PC softwareTP3-CSTP3 thermal printer paper<br/>(36 rolls)

### TRM-203/403 connections





## TRM-203/403 technical specifications

	options	shipping case	*	warranty	one year on parts and labor
5	cables	four 50-foot (15.24m) test cables, one LTC control cable, one ground cable, one power cord, one USB cable		altitude	2,000 m (6,562 ft) to full safety specifications
	temperature	<b>Operating:</b> -10°C to +50°C (+15°F to +122°F) <b>Storage:</b> -30°C to +70°C (-22°F to +158°F)	<b>%</b>	humidity	90% RH @ 40°C (104°F) non-condensing
	external data storage	up to 999 test records on external USB flash drive (drive not included)		safety	designed to meet UL 61010A-1 and CAN/ CSA C22.2 No. 1010.1-92 standards
100 010 110	internal test record storage	256 static test records (each can contain up to 111 readings) and 120 dynamic test records	$\odot$	load tap changer contact	designed to meet IEC 61010 (1995), UL 61010-a, and CAS-C22.2 standards
	pc software	$Windows^{\circledast}\text{-}based$ software is included with purchase price		computer interfaces	one RS-232C port, one USB port, one USB flash drive port, bluetooth
∎	printer	built-in 2½" wide thermal printer	->	ac current input	clamp-on current sensor, 1 – 20 A
	display	5" back-lit LCD screen (240 x 128 pixels) viewable in bright sunlight and low-light levels	A	test voltage	60 Vdc charging, 18 Vdc max during measurement
0	accuracy	<b>1 – 19,999 micro-ohms:</b> ±0.5% reading, ±1 count <b>20 – 999 milliohms:</b> ±1% reading, ±1 count <b>1 – 2,000 ohms:</b> ±1.5% reading, ±1 count	->	input channels	4 input channels for measuring resistance
$\widehat{\Omega}$	resistance reading range	<b>TRM-203:</b> 1 micro-ohm – 2,000 ohms <b>TRM-403:</b> 1 micro-ohm – 500 ohms	-0-	test currents	<b>TRM-203:</b> 1A – 25A in 1A increments <b>TRM-403:</b> 1A – 40A in 1A increments
	physical specifications	<b>Dimensions:</b> 21"W x 17"H x 9" D (53 cm x 43 cm x 24 cm) <b>Weight:</b> 35 lbs. (15.8 Kg)	•	input power	100 – 240 Vac, 50/60 Hz

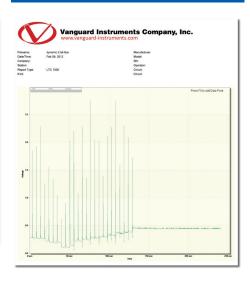
NOTE : the above specifications are valid at nominal voltage and ambient temperature of +25°C (+77°F). Specifications are subject to change without notice.

## TRM-203/403 desktop printer output

#### Vanguard Instruments Company, Inc. Filename: **REC 018** Manufacturer: PASTI Date/Time: January 18, 2015 06:07 PM Model: 1234567890 S/N: 12345678901234567890 Company: DDE 2358 HAI Station: Operator Report Type: V1,V2,V3 Circuit: AFO 4 GI CPK KVA: 10 MVA Measure Temp: 25.0 C Reference Temp 85.0 C Temp Constant: 234.5 Test Time R1 R1S R2 R2S R3 R3S Notes 3.0180 m-Ohm 3.7158 m-Ohm 70.000 u-Ohm 86.185 u-Ohm 33.000 u-Ohm 40.630 u-Ohm 1 00:00:00 2 00:01:00 3.0180 m-Ohm 3.7158 m-Ohm 67.000 u-Ohm 82.491 u-Ohm 33.000 u-Ohm 40.630 u-Ohm 3 3.0180 m-Ohm 3.7158 m-Ohm 65.000 u-Ohm 80.028 u-Ohm 31.000 u-Ohm 38.167 u-Ohm 00.02.00

static resistance test results

#### dynamic resistance test graph

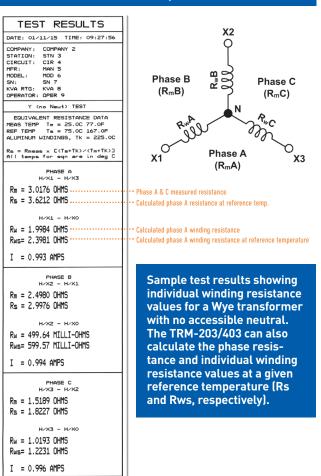


## TRM-203/403 thermal printer output

#### test results for a delta transformer

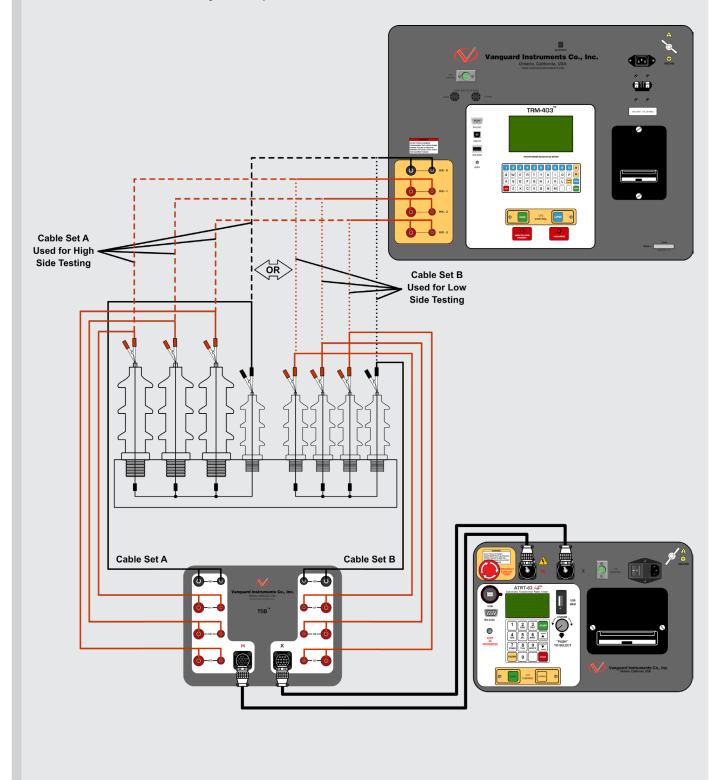
TEST RESULTS	H2
DATE: 01/11/15 TIME: 09:44:24	Q Q
COMPANY: COMPANY 2 STATION: STN 3 CIRCUIT: CIR 4 HIRR: MAN 5 MODEL: MOD 6 SN: SN 7 KVA RTG: KVA 8 OPERATOR: OPER 9	Phase B (R <sub>m</sub> B) $2^{+}$ Phase C (R <sub>m</sub> C)
DELTA TEST	RwA
EQUIVALENT RESISTANCE DATA MEAS TEMP Tm = 25.0C 77.0F REF TEMP Tm = 75.0C 167.0F ALUMINUM WINDINGS, Tk = 225.0C	H1 RwA H3
Rs = Rmeas × E(Ts+TK)/(Tm+TK)] All temps for eqn are in deg C	(R <sub>m</sub> A)
PHASE A M-X1 - H-X3           Rm = 2,4007 OHMS           Rs = 2,8808 OHMS           Rw = 3,9895 OHMS           Rws= 4,7874 OHMS           I = 0,994 AMPS	Phase A measured resistance     Calculated phase A resistance at reference temp.     Calculated phase A winding resistance     Calculated phase A winding resistance at reference temperature
$\begin{array}{c} \begin{array}{c} \begin{array}{c} \text{PHASE B} \\ \text{H-XZ} - \text{H-XI} \end{array} \\ R_{m} = 2,1127 \ \text{OHMS} \\ R_{s} = 2,5352 \ \text{OHMS} \end{array} \\ R_{w} = 3,0278 \ \text{OHMS} \end{array} \\ R_{w} = 3,0278 \ \text{OHMS} \end{array} \\ R_{w} = 3,6334 \ \text{OHMS} \end{array} \\ I = 0,995 \ \text{AMPS} \end{array} \\ \begin{array}{c} \text{PHASE C} \\ \text{H-XZ} - \text{H-XZ} \end{array} \end{array}$	Sample test results showing individual winding resistance values for a Delta transform- er. The TRM-203/403 can also calculate the phase resis- tance and individual winding resistance values at a given
Rm = 2.1018 OHMS Rs = 2.5221 OHMS	reference temperature (Rs and Rws, respectively).
$\begin{array}{l} R_{W} \ = \ 3.0004 \ \ DHMS \\ R_{WS} = \ 3.6005 \ \ DHMS \end{array}$	
I = 0.995 AMPS	]

#### test results for a wye transformer



## Trip Saver Box (TSB) Option (part number 9062-UC)

The Vanguard TSB (sold separately, part number 9062-UC) can be used with a Vanguard ATRT-03 and TRF series turns ratio testers to perform transformer turns ratio tests using the same cable set provided with the TRM-203/403. Using the TSB, there is no need to connect and reconnect cables from the transformer after the initial connections are made. The user can conveniently perform resistance tests using the TRM-203/403 and turns ratio tests using an ATRT-03 or TRF instrument without having to make trips to the transformer to connect and disconnect cables.





### Instruments designed and developed by the hearts and minds of utility electricians around the world.

Founded in 1991 and located in Ontario, California, USA, Vanguard Instruments<sup>™</sup> offers a wide range of diagnostic test equipment that accurately and efficiently measures the health of critical substation equipment, such as transformers, circuit breakers, and protective relays.

Our first product was a computerized, extra high voltage (EHV) circuit breaker analyzer, which became the forerunner of an entire line of EHV circuit breaker test equipment. Over the years, our portfolio has grown tremendously to include microcomputer-based precision micro-ohmmeters; single- and three-phase transformer winding turns-ratio testers; transformer winding-resistance meters; mega-ohm resistance meters; and a variety of other application-specific products.

Our instruments are rugged, reliable, accurate, and user friendly. They eliminate tedious and time-consuming operations, while providing fast, complex test-result calculations. Using our equipment helps reduce errors and eliminates the need to memorize long sequences of procedural steps.

In 2017, Vanguard Instruments became a part of Doble Engineering Company, an energy industry leader in hardware, software, and services that diagnose and monitor the health of critical assets.







#### **\*\*GRDA** payment options are EPay (Preferred payment method) or ACH\*\* Only one form is required to be completed and returned.

### **GRDA Visa Payment (EPay Program)**

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

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

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

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

Visa acceptance signature:

Р

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We are dedicated to

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



Designa	ated Accounts Receivable Contact for Visa remittance advices:
Name:	
Phone:	¢CONOMIC AN
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.



#### **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.

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: Grand R	<i>liver Dam Authority</i>
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	

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RFQ #	PCRFQC-002702	

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

#### NOTES:

USA

## The vendor information area above is fillable. Please complete.

### **REQUEST FOR QUOTE # PCRFQC-002702**

Q&A Deadline: 3/17/2025 2:00 PM Closing Date and Time: 3/19/2025 2:00 PM

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

 PHONE:
 (918) 500-0198

 FAX:
 () 

 EMAIL:
 paul.proctor@grda.com

LINE ITEM NUMBER	DESCRIPTION	COMMODITY COL	DE QUANTITY UNIT	UNIT PRICE	LINE COST	LEAD TIME
<u>83101800</u>	Transformer Resistance Meter (TRM)	83101800	1.00 <u>Ea</u>			
	Part Number: 9006-UC TRM-403 VANGUARD (Sole Brand)					
	See attached specifications for details.					
Site : NstkSvc Wareho	ouse : NstkSvc					
<u>83101800</u>	Trip Saver Box (TSB)	83101800	1.00 <u>Ea</u>			
	Part Number: 9062-UC VANGUARD (Sole Brand)					
	See attached specifications for details.					
Site : NstkSvc Wareho	ouse : NstkSvc					
			PAYMENT TERMS:			
charges to delivery	ust be quoted FOB: Destination. A point must be included in the ur	hit price	QUOTE EXPIRATION DATE:			
quoted for each line item. All packaging, handling, d any other surcharges must also be included in the p for each line item.		actively und	QUOTATION NUMBER: QUOTED BY (please print):			
			COMPANY NAME: SIGNATURE:			
			DATE OF QUOTE:			
SHIP TO:						
Transmission & Eng Headquarters	gineering					
635 Hwy 69A		**	Must be signed abo	ve in order	to be a v	alid quote
Pryor, OK 74362						

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



(Company Name)

#### CERTIFICATE OF NON-COLLUSION AND BUSINESS RELATIONSHIPS

The undersigned, of lawful age, being first sworn upon oath, deposes and states as follows:

- A. For purposes of competitive bids, I certify:
  - 1. I am the duly authorized agent of

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 anyone subject to the bidder'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; or
  - c. In any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in connection with the prospective contract;
- B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given, or donated, or agreed to pay, give, or donate any officer or employee of the State of Oklahoma any money or thing of value, either directly or indirectly, in procuring the contract to which this bid and statement relates.
- C. I further certify that I have disclosed below the names of all persons and the positions they hold within their respective companies or firms of:
  - 1. Any partnership, joint venture or other business relationships now in effect or which existed within one (1) year prior to the date of this statement with any architect, engineer, or other party to the project to which this bid relates;
  - 2. Any such business relationship now in effect or which existed within the one (1) year prior to the date of this statement between any officer or director of the bidder and any officer or director of the architectural or engineering firm, or other party to the project to which this bid relates; or
  - 3. If none of the above-mentioned business relationships exist, I have provided a statement to that effect.

(Names and titles of business relationships or a statement of non-existence. Use additional sheet if necessary)

I hereby swear or affirm, under penalty of perjury, that the forgoing information is true and correct.

Bidder Signature

Bidder Printed Name

Bidder Printed Title

Date

#### 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 <u>any</u> 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 <u>www.dhs.gov/E-Verify</u>. 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 ser vices 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 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 eachh 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. § 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 <u>www.dhs.gov/E-Verify</u>. 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 t he 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 appliable 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)

#### **BIDDER'S EXCEPTION STATEMENT TO TERMS AND CONDITIONS**

All Bidder representations will be relied on by GRDA in its evaluation of the bid to this RFQ. One of GRDA's evaluation criteria will be the number and extent of the exceptions to GRDA's terms and conditions. Bidders shall be presumed to be in agreement with GRDA's terms and conditions unless the Bidder takes specific exception to one or more of the terms as stated below. Whether or not exceptions are taken, Bidders must submit this statement as part of their bid.

Bidders must clearly identify all exceptions to the terms and conditions. Bidders must also state with specificity the reasons for taking exceptions and all modifications and/or additional terms it proposes to be included in the contract or terms and conditions. If exceptions are not identified in this statement, any exception raised following the notification of the award of the contract could result in the revocation of bid award and being rejected from further consideration.

PRINT THE WORDS "NO EXCEPTIONS" HERE \_\_\_\_\_\_ IF THERE ARE NO EXCEPTIONS TAKEN TO ANY OF THE TERMS AND CONDITIONS.

IF THERE ARE EXCEPTIONS TAKEN TO ANY OF THESE TERMS AND CONDITIONS, SUCH EXCEPTIONS MUST BE CLEARLY STATED IN THE TEXT BOX BELOW AND SUBMITTED AS PART OF YOUR PROPOSAL. ANY MODIFICATION TO TERMS IS SUBJECT TO GRDA'S REVIEW AND EXPRESS WRITTEN APPROVAL.

If you provide a sample copy of your form contract or terms and conditions, you still must identify all exceptions you have to GRDA's terms and conditions.

EXCEPTIONS TO GRDA TERMS AND CONDITIONS: