ADMINISTRATION
PO Box 669
Chouteau, OK 74337

Solicitation Cover Page

1. **Solicitation #: 2961**
2. **Solicitation Issue Date: 5/29/25**

3. **Brief Description of Requirement:**

Switches for Herron Sub Terminal Addition

4. **Response Due Date: 6/12/25** **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.com

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

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

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

ADMINISTRATION
PO Box 669
Chouteau, OK 74337

This is a standard bid process. Please submit your bid via email to paul.proctor@grda.com by June 12, 2025 at 2:00 PM CST**.** All questions must be submitted in writing via email by June 10, 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. Bids which are incomplete and/or missing required 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. The required delivery by date for this project is 1/15/26.

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. *******

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

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

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

ADMINISTRATION
PO Box 669
Chouteau, OK 74337

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

GRDA Visa Payment (EPay Program)

NOTE: **This is not a credit card payment at time of sale (POS transaction).** It is an electronic VISA payment after an invoice has been submitted and processed for payment. Payment terms on VISA payments are in accordance with those agreed upon on the solicitation and the resulting PO/Contract.
When a vendor elects to accept payment by EPay, the vendor will be assigned a 16-digit ghost account number (no physical plastic) which remains at a zero credit limit until an invoice is received from the vendor and processed by GRDA Accounts Payable. Once an invoice from a vendor has been processed for payment the vendor will receive a secure remittance advice via email providing the invoice information and full card account information authorizing the vendor to run the card and post the transaction at which time the account credit limit will return to zero until the next payment.

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

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

Visa acceptance signature: _____

Designated Accounts Receivable Contact for Visa remittance advices:

Name: _____

Phone: _____

Email: _____

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

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

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

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

ADMINISTRATION
PO Box 669
Chouteau, OK 74337

GRDA Request for ACH Transaction and Authorization Form

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

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

Vendor Information

Name:_____

Address: _____

City:_____ State:_____ Zip Code:_____

Email: _____

Phone:_____

Send EFT Email Remittance Advice Yes ____ No ____

If yes, please include email address: _____

ACH Delivery:

Bank Routing Number: _____

Account Number:_____

Bank Name: _____

Bank Address: _____

City:_____ State:_____ Zip Code:_____

Beneficiary Name: _____

Vendor verification signature: _____

Thank you for your business!

Sincerely,

Accounts Payable Department,

Accounts.payable@grda.com

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.**

REQUEST FOR QUOTE # PCRFQC-002961

RFQ # PCRFQC-002961
NstkSvc

Q&A Deadline: 6/10/2025 2:00 PM
Closing Date and Time: 6/12/2025 2:00 PM

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

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

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

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

LINE ITEM NUMBER	DESCRIPTION	COMMODITY CODE	QUANTITY UNIT	UNIT PRICE	LINE COST	LEAD TIME
39121000	Five (5) horizontal mounted and one (1) vertical mounted Center Break Vee switches for Herron Sub Terminal Addition. Please see the attached specifications for further details.	39121000				

** Please use the excel bid sheet to submit pricing & lead times**

Site : NstkSvc Warehouse : NstkSvc

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

PAYMENT TERMS: _____
QUOTE EXPIRATION DATE: _____
QUOTATION NUMBER: _____
QUOTED BY (please print): _____
COMPANY NAME: _____
SIGNATURE: _____
DATE OF QUOTE: _____

SHIP TO:
Transmission & Engineering
Headquarters
635 Hwy 69A
Pryor, OK 74362
USA

** Must be signed above in order to be a valid quote**

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.

GRDA

GRAND RIVER DAM AUTHORITY

RFQ / RFP # RFQ 2961

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 _____
(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 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

PLEASE REVIEW THE EXCEPTION STATEMENT AT THE END OF THE RFO PACKET

GRDA
GRAND RIVER DAM AUTHORITY

1. Bids shall be submitted to the designated purchasing agent at the Grand River Dam Authority (hereinafter referred to as "GRDA" or "the Authority") at the address on the attached RFQ or RFP form on or before the date (and time, if applicable) indicated. Bids shall be in conformity with these and any additional instructions to bidders and shall be submitted on GRDA's form. **The RFQ (Request for Quote) or RFP (Request for Proposal) form must be completed in full and signed by the bidder.** If your bid response necessitates additional space, you may attach additional pages; however, the RFQ or RFP form must be completed, signed and reference the additional pages. All bid responses shall be typewritten or handwritten in ink, and any corrections to bids shall be initialed in ink. Quotations or proposals submitted in pencil shall not be accepted.

2. Quotations or proposals may be submitted to GRDA via postal mail, delivery service, and e-mail, provided all required signatures can be transmitted successfully.

3. **Non-Collusion Certificate:** RFQs or RFPs anticipated to exceed a total amount of $5,000 shall be accompanied by a Non-Collusion Certificate. This certificate shall be completed by the bidder and include a signature in ink of an authorized company representative (preferably the bidder) with full knowledge and acceptance of the bid proposal. Purchase orders in excess of $5,000 will not be released to the successful bidder without receipt of a properly signed certificate for the bid.

4. In the event the unit price and line total extension do not agree, the unit price shall be considered the quoted price accepted for evaluation.

5. **Freight Terms:** All prices shall be quoted FOB: Destination/Freight Allowed. All packaging, handling, shipping and delivery charges shall be included in the unit price quoted for each line item. No exceptions shall be granted unless approved by the guidelines of the GRDA Chief Financial Officer or designee.

6. **Other Surcharges:** Any additional surcharges (such as HazMat charges, fuel surcharges, set-up fees, etc.) shall be included in the unit price quoted for each line item. All additional charges are considered a part of the cost of the goods, and bids shall be evaluated to include these additional charges.

7. **Tax-Exempt Status:** GRDA is an agency of the state of Oklahoma and is specifically exempt from the payment of sales tax by Oklahoma state statute, Title 68 O.S.A. § 1356 (10). An excerpt from the statute shall be furnished upon request.

8. **Questions arising during the bidding process should be submitted via email to the GRDA purchasing agent named on the RFQ or RFP.** The GRDA purchasing agent shall coordinate a reply from the end user to ensure that all potential bidders are provided the same information. Under no circumstances shall a bidder discuss pricing with any GRDA employee prior to the bid opening.

9. All bids submitted shall be subject to GRDA's Purchasing Policy and Procedures, General Terms and Conditions, the bidding instructions and specifications, the Oklahoma Open Records Act, other statutory regulations as applicable, and any other terms and conditions listed or attached herein – all of which are made part of this Request for Quote or Request for Proposal.

10. GRDA reserves the right to waive any informalities, reject any and all bids, and to award a contract, as applicable, in the best interests of the Authority. All bid responses become the property of GRDA and are subject to the Oklahoma Open Records Act. GRDA shall endeavor to protect technical information designated by the bidder as proprietary information; however, only technical information (i.e., "trade secrets") may be considered proprietary – pricing and other non-technical aspects of the quote shall be considered non-proprietary.

11. **"Sole Brand" or "No Sub" Items:** Items with a "Sole Brand" or "No Sub" designation in the description shall be furnished as the specified manufacturer and model/part number. No exception may be taken to the specification, and no alternate shall be accepted. In those cases where a manufacturer has discontinued the specified model/part number, the bidder shall indicate so on the RFQ. If a replacement item is available, the new model/part number shall be indicated on the RFQ form and the price quoted. It shall also be noted whether the replacement item is a direct replacement for the obsolete part number originally requested. If not, or if the specifications differ in any way, the bidder shall explain in detail, and corresponding drawings or descriptive literature shall be included with the quote.

12. **Approved Equivalents:** Unless an item is designated as a "Sole Brand" or "No Sub" item, any manufacturer's name, brand name, information and/or catalog number listed in a specification is for informational or cross-reference purposes and is not intended to limit competition. Bidders may offer any brand/manufacturer for which they are an authorized representative, provided it meets or exceeds the specification of the listed item. However, if quoting an equivalent product, bidders shall indicate on the RFQ form the manufacturer's name and part number. Bidder shall also submit any drawings, descriptive literature and specifications for evaluation purposes. Reference to literature submitted with a previous bid shall not satisfy this provision. The bidder shall also provide written confirmation that the proposed equivalent will meet the requested specifications and is not considered an exception. Bids which do not comply with these requirements may be rejected. GRDA warehouses are not permitted to accept any item with a part number differing from that quoted by the bidder. Bids lacking any written indication of intent to furnish an alternate brand, model or part number shall be considered to be in complete compliance with the specifications as listed on the RFQ.

13. **Insurance Certificates:** Any service to be performed that requires the vendor's employees, vehicles or equipment to be on any GRDA property must be covered by minimum insurance requirements. The work scope to be performed for the Authority shall be evaluated and the minimum insurance requirements shall be provided to prospective bidders with the RFQ or RFP. Evidence of insurance coverage shall be furnished in the form of a Certificate of Insurance, and shall be submitted with the bid response. Bidders shall disclose any subcontractors to be used, and the Authority shall consider the supplier as the single point of contact. The supplier shall assume responsibility for the performance of the subcontractor. Policies shall remain current for the duration of the requested service period, and GRDA shall be notified of any cancellation or revision to policies. Purchase Orders shall not be released to the successful bidder without a current Certificate of Insurance naming GRDA as certificate holder on file. A Memorandum of Insurance shall not be acceptable for this requirement.

14. **MSDS:** Material Safety Data Sheets shall be furnished to GRDA's Safety Department at the address noted on the PO prior to delivery of items.

15. **Purchase Orders** shall be awarded to the "lowest and best" or "best value" bidder. Line items may be split into multiple orders, taking low items from each respective bidder, or orders may be awarded on an "all or none" basis, whichever is in the best interests of the Authority. Award decisions are further subject to consideration of any additional terms and conditions contained in the bid proposal. Vendor protests must be submitted in writing to the Central Purchasing Unit of GRDA within thirty-six (36) hours of award of Contract or Purchase Order.

16. Successful vendor shall deliver the merchandise or perform the service as quoted. Substitutions or changes without prior approval of the GRDA purchasing agent shall be rejected and returned at the vendor's expense.

17. **Bidder Responsibilities:** Bidders are to transact all phases of the purchasing function directly with the GRDA purchasing agent. Bidders are to conduct all written and verbal communication with the Authority through the GRDA purchasing agent. Bidders are to conduct negotiations ethically, without attempts to influence through offers of gifts or entertainment. Bidders are to make available as requested any technical information which might be of benefit in the bid evaluation.

18. **Supplier List:** The Finance Department maintains a current listing of suppliers with a cross-reference as to products and services offered. Suppliers may have their names added to the list by submitting a completed Vendor Registration/Payee Application, and shall notify the Authority of any updated information. Suppliers who do not meet quoted shipping dates or lead times, supply products or services of poor quality, substitute items of unequal quality, continually over-ship or under-ship items, or do not invoice properly may be placed under suspension or disqualified from the active supplier list. Suppliers may voluntarily request to be removed from the supplier database.

19. **Service Contracts:** By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes, but is not limited to, the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify. This shall remain in effect through the entire term, including all renewal periods, of the contract. The State may request verification of compliance for any contractor or subcontractor. Should the State suspect or find the contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

GENERAL TERMS AND CONDITIONS

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

1. Email, mail, or deliver all invoices or correspondence pertaining to the payment of this PO/ Contract to: Accounts Payable Department at accounts.payable@grda.com or Grand River Dam Authority, P.O. Box 669 Chouteau, Oklahoma 74337. Seller shall provide an invoice which is in accordance with the terms of the appropriate PO/Contract and applicable state or federal statutes, including but not limited to such documentation as may be required to demonstrate that the task has been achieved. Seller shall submit invoices accompanied by complete supporting documentation for shipping costs. If shipment is not made by routing instructions as specified on the face of this PO/Contract, GRDA has the right to deduct any excess transportation charges resulting therefrom. Copy of original freight bill must be supplied for payment if freight charge is in excess of $500.00. Time, in connection with any discount offered, will be computed from date of delivery of items or services, or from date the correct invoice is received at GRDA Headquarters in Chouteau, Oklahoma, whichever period of time is the later date. No Oklahoma State Sales or Use Tax shall be paid by GRDA.

2. GRDA has the right to inspect articles, materials, and supplies before and during manufacture and upon arrival at destination and to return for full credit and/or refund, at Seller's sole risk and expense, including all transportation and storage charges, all items found defective or furnished contrary to instructions and/or specifications contained herein.

3. In case of default by Seller, GRDA may procure the items or services from other sources. Seller agrees to be responsible for any excess cost occasioned thereby; provided, that if necessity requires the use of items not conforming to specifications, they may be accepted, and payment made at a proper reduction in price. Notwithstanding anything herein to the contrary, GRDA reserves the right to terminate this PO/Contract for its convenience. In the event of such termination, GRDA shall pay and Seller shall accept the reasonable value of all work performed and items delivered by Seller up through the effective date of such termination.

4. Seller represents and warrants that all items and/or services furnished under this PO/Contract will (a) conform to the specifications, drawings, samples or other description furnished by GRDA, or any revisions thereof;(b) be merchantable of good material and free from defect in workmanship, material, and design; (c) be fit and sufficient for the purpose intended; (d) satisfy any performance guarantee requirements as specified herein by GRDA; (e) be free and clear of all liens, security interests or other encumbrances; (f) not infringe or misappropriate any third party's patent, copyright, trademark, or intellectual property rights.; (g) Seller shall implement all necessary physical and cyber security measures to fully insure that GRDA's data is only accessible by Seller's authorized personnel, and that only Seller's authorized personnel may send invoices and seek payment from GRDA for this purchase; and (h) all invoices arising from or related to this purchase that are sent from Seller's domain have been authorized by Seller. In the event the items and/or 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 further represents and warrants that the manufacturer's warranty and guarantee of the items purchased hereunder extended to Seller shall extend to GRDA. These warranties are cumulative and in addition to all other warranties provided by law.

5. Seller shall indemnify, defend, and hold harmless GRDA and its officers, directors, employees, and agents, from and against all liabilities, judgments, damages, claims, suits, injuries, losses, and expenses, including attorney fees, arising out of or resulting in any way from: (a) any act or omission of Seller or Seller's officers, directors, employees, subcontractors, and agents; (b) all liens or claims in any way related to the items or services furnished by Seller; (c) all patent, trademark or copyright infringement or alleged infringement, except where strict compliance with the specifications prescribed by GRDA is the sole basis of the infringement or alleged infringement; (d) defects in the items or services furnished by Seller; (e) any unauthorized access to Seller's electronic system(s) by either third parties or unauthorized Seller personnel; or (f) Seller's failure to comply with any of these General Terms and Conditions. This indemnity obligation shall be in addition tothe 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. § 1312 and includes, but is not limited to, the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify. This shall remain in effect through the entire term, including all renewal periods, of the Contract. The State may request verification of compliance for any Seller or Subcontractor. Should the State suspect or find the Seller or any of its Subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension or debarment of the Seller. All costs necessary to verify compliance are the responsibility of 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:

_____

_____

_____

_____

_____

_____

_____

_____