GRAND RIVER DAM AUTHORITY

RFQ# 3951

Solicitation Cover Page

1. Solicitation #: 3951
2. Solicitation Issue Date: August 12, 2026
3. Brief Description of Requirement:

GREC Unit 2 MATS Testing for Boiler

4. Response Due Date: Friday, August 21, 2026 Time: 2:00pm CDT
5. Contracting Officer:
   Name: Sarah Briley
   Phone: (918)824-7542
   Email: sarah.briley@grda.com

GRAND RIVER DAM AUTHORITY

RFQ# 3951

This is a standard bid. Please scan and email your quote to sarah.briley@grda.com. The bid opening date for this RFQ is Friday, August 21, 2026 at 2:00pm CST. Questions will be accepted until Wednesday, August 19, 2026 at 2:00pm CST.

Please note that ALL forms MUST be completed within this RFQ packet in order for bid to be considered.

A completed non-collusion certificate is required and must be submitted with your bid.

This form must be signed by an authorized representative of your company in the space provided in the lower right-hand corner of this form.

MINIMUM SAFETY REQUIREMENTS

The Grand River Dam Authority (GRDA) will consider the safety records of potential contractors prior to awarding bids on contracts. Any bid submitted must include the following documents:

The Bidder shall include the past five (5) years' Occupational Safety and Health Administration (OSHA) 300 and OSHA 300A logs

The Bidder shall include the past five (5) years' National Council on Compensation Insurance (NCCI) worker's compensation experience rating sheets

GRDA requires that Bidders answer the following questions and submit supporting documentation upon request:

1. Does the Bidder have a written safety program? ☐ Yes ☐ No
2. Does the Bidder conduct regular site safety inspections? ☐ Yes ☐ No
3. Does the Bidder have an active safety training program? ☐ Yes ☐ No

If any subcontractors are used, Contractor must obtain advanced GRDA approval in writing. Prior to such approval, all subcontractors may be required to submit the documents defined in the Minimum Safety Requirements section of this document.

The award to the successful bidder will be based on Best Value Criteria. Bidder's submittal will be evaluated based on technical and commercial criteria applicable to the scope of work specified. The evaluation criteria used will include, but not be limited to, the following: Conformance to technical specifications, evaluated price, contractor project experience, and conformance to commercial terms. **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.**

GRDA will take into consideration past performance and ability to meet delivery deadlines in the evaluation.

Please note that Pro Forma Service Agreement included in packet is for general information to vendors. A service agreement WILL be a required document upon award.

****** Read the General Bidding Instructions attached to this RFQ for further instructions. ******

ADMINISTRATION
PO Box 669
Chouteau, OK 74337
918-256-5545

GRDA
Grand River Dam Authority

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

GRDA Visa Payment (EPay Program)
Preference may be given to vendors that accept EPay as method of payment if analysis estimates that such appears to result in a lower cost to GRDA. Additional payment terms may also be taken into consideration in the analysis process.

NOTE: This is not a credit card payment at time of sale (POS transaction). It is an electronic VISA payment after an invoice has been submitted and processed for payment. Payment terms on VISA payments are in accordance with those agreed upon on the solicitation and the resulting PO/Contract.
When a vendor elects to accept payment by EPay, the vendor will be assigned a 16-digit ghost account number (no physical plastic) which remains at a zero credit limit until an invoice is received from the vendor and processed by GRDA Accounts Payable. Once an invoice from a vendor has been processed for payment the vendor will receive a secure remittance advice via email providing the invoice information and full card account information authorizing the vendor to run the card and post the transaction at which time the account credit limit will return to zero until the next payment.
To learn more about the benefits of the Visa payment program, and to obtain answers to FAQ, click or copy and paste the following URL into your browser:
www.bankofamerica.com/epayablesvendors.
Will accept payment by Visa: Yes ☐ No ☐ (check one)

Visa acceptance signature: _____
Designated Accounts Receivable Contact for Visa remittance advices:
Name: _____
Phone: _____
Email: _____

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

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

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

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

ADMINISTRATION
PO Box 669
Chouteau, OK 74337
918-256-5545

GRDA Request for ACH Transaction and Authorization Form

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

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

Vendor Information

Name:_____

Address: _____

City:_____ State:_____ Zip Code:_____

Email: _____

Phone:_____

Send EFT Email Remittance Advice ☐ Yes ☐ No

If yes, please include email address: _____

ACH Delivery:

Bank Routing Number: _____

Account Number:_____

Bank Name: _____

Bank Address: _____

City:_____ State:_____ Zip Code:_____

Beneficiary Name: _____

Vendor verification signature: _____

Thank you for your business!

Sincerely,

Accounts Payable Department
Accounts.payable@grda.com

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BOILER TUNE-UP FOR UNIT 2

Grand River Energy Center (GREC)

GRDA

4 AUGUST 2026

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1.0 General

The Grand River Dam Authority (GRDA) is requesting proposals from combustion optimization contractor. The project is to tune a PC type boiler to comply with the 40 CFR, PART 63—Mercury and Air Toxics Standards (MATS) for Power Plants. The facility is located at the Grand River Energy Center (GREC) 35 miles east of Tulsa, Oklahoma, on U.S. Highway 412.

Contract Award based on "Best Value" Criteria

The Bidder's submittal will be evaluated based on technical and commercial criteria applicable to the scope of work specified. The evaluation criteria used will include, but may not be limited to, the following:

- Conformance to technical specification
- Evaluated price
- Contractor project experience
- Conformance to commercial terms

1.1 PROJECT SCOPE

GRDA Unit 2 is a Foster Wheeler opposed wall fired boiler. It is rated at 520 megawatts (MW). Unit 2 was built in 1982 and designed to burn sub-bituminous (Wyoming) coal.

In 2012 the Burner Management System (BMS) was upgraded by Fossil Power Systems Inc. (from Dartmouth, NS, Canada) with burners from Power & Industrial Services Corporation.

The existing flue gas desulfurization (FDG) air quality control system consists of a spray dryer absorber (SDA), using lime, followed by a pulse jet fabric filter baghouse (PJFF). Also, Unit 2 is equipped with a powdered activated carbon (PAC) injection system upstream of the existing SDA/PJFF for mercury control. The Contractor's bid, shall be based on a lump sum price for the following:

- Reports
- Schedule of activities with load demands and durations
- Tunning Procedure
- Invoicing in accordance with rate sheet in contract.
- Comply with Schedule of Submittals
- 40 CFR §63.10021(e)(1)--- Inspect the burner and combustion controls, and list items that need to be clean or replace any components of the burner or combustion controls as necessary.
- 40 CFR §63.10021(e)(2)--- Inspection of the flame pattern and adjustments to the burner or combustion controls necessary to optimize the flame pattern. The adjustment(s) should be consistent with the manufacturer's specifications, if

available, or in accordance with best combustion engineering practice for that burner type;

- 40 CFR §63.10021(e)(4)--- As applicable, evaluate windbox pressures and air proportions, making adjustments and effecting repair to dampers, actuators, controls, and sensors;
- 40 CFR §63.10021(e)(5)--- Inspect the system controlling the air-to-fuel ratio and ensure that it is correctly calibrated and functioning properly. Such inspection may include calibrating excess O_2 probes and/or sensors, adjusting overfire air systems, changing software parameters, and calibrating associated actuators and dampers to ensure that the systems are operated as designed. Any component out of calibration, in or near failure, or in a state that is likely to negate combustion optimization efforts prior to the next tune-up, should be corrected or repaired as necessary.
- 40 CFR §63.10021(e)(6)--- Optimize combustion to minimize generation of CO and NO_X. This optimization should be consistent with the manufacturer's specifications, if available, or best combustion engineering practice for the applicable burner type. NO_X optimization includes burners, overfire air controls, concentric firing system improvements, or combustion efficiency software, control systems calibrations, adjusting combustion zone temperature profiles, and add-on controls such as OFA; CO optimization includes burners, overfire air controls, concentric firing system improvements, or combustion efficiency software, control systems calibrations, and adjusting combustion zone temperature profiles;
- 40 CFR §63.10021(e)(7)--- While operating at full load or the predominantly operated load, measure the concentration in the effluent stream of CO and NO_X in ppm, by volume, and oxygen in volume percent, before and after the tune-up adjustments are made (measurements may be either on a dry or wet basis, as long as it is the same basis before and after the adjustments are made). You may use portable CO, NO_X and O_2 monitors for this measurement. Continual values before and after each optimization adjustment made by the system shall be provided in the report.
- 40 CFR §63.10021(e)(8)--- The inspection report shall have the NO_x and CO values in ppm and Oxygen in volume percent.

  The report shall include

  (i) A description of any corrective actions taken as a part of the combustion adjustment; and

  (ii) The type(s) and amount(s) of fuel used over the 12 calendar months prior to an adjustment, but only if the unit was physically and legally capable of using more than one type of fuel during that period; and

  (iii) List items that need to be cleaned or replaced with emphasis on items related

NOx/CO optimization. Indicate the recommended schedule to perform thee Tasks.

- Access to the burners, etc will be provided by other, potentially via man baskets.

2.0 Schedule

The following section describes the tentative schedule for the tune-up activities with the boiler off-line and online and also the document submittal schedule.

2.1 TUNE-UP ACTIVITY SCHEDULE

The available days for the tune-up activities are indicated below in Table 2-1. Two mobilization are assumed; however, one mobilization can be considered with Contractor after contract award. The mobilization unit pricing would be deducted from total price.

Table 2-1 Boiler Tune-Up Schedule

MOBILIZATION EVENT	TENTATIVE START DATE	ACTIVITY
1	Week of September 28th 2026	Inspection of components while boiler is offline.
2	Week of January 25th 2027	Inspection of components while boiler is on-line.

2.2 DOCUMENT SUBMITTAL SCHEDULE

Contractor shall deliver documents in accordance with the schedule provided below in Table 2-2.

Table 2-2 Schedule of Submittals

ITEM	SUBMITTAL ITEM	NOTES	SUBMITTAL DATES		
			CALANDAR DAY	EVENT	DUE DATE
1	Draft Inspection Schedule			with	Proposal
2	Project Manager Resume			with	Proposal
3	References of similar Inspections			with	Proposal
4	Draft Inspection Protocol			with	Proposal
5	Final Inspection Protocol		5	After	Contract Award
6	Draft Test Report(s)		10	After	Completion of Inspection
7	Final Test Report(s)		5	After	Receipt of Comments
9	Rate Sheet			With	Proposal

3.0 Proposal Submittals

The proposal shall include:

- Rate sheet
- Applicable Experience
- Number of Personnel for each mobilization activity
- Schedule
- Total Bid Price

3.1 RATE SHEET

The base scope of supply is on a lump sum basis assuming two mobilizations. However, the nature of this type of tests required that there be a provision for rates of the items under the scope of supply apply in the event that the inspections have to be postponed once the personnel arrive at the site due to a delay caused by the Owner.

Table 3-1 Bid Rate Price

ITEM[1]	Bid Rate Price	UNIT COST $
1	Additional Inspection Day (ea.) Due To Plant Delay (ea.)	
2	Additional Inspection Hour Due To Plant Delay (ea.)	
3	Mobilization to inspect boiler while off-line	
4	Mobilization to inspect boiler while on-line	

3.2 LIST OF APPLICALBE EXPERIENCE

The Bidder shall include at least five (5) references in Table 3-2 below where the Bidder has provided Inspection services and documentation on a large industrial or power facility in the past five (5) years. The references provided shall include at least five (5) projects similar in size and related to MATS compliance. The reference shall denote the type of inspection completed with contact information.

Table 3-2 List of Applicable Experience

PROJECT NAME	LOCATION	YEAR COMPLETED	CONTRACT VALUE	DESCRIPTION (WAS IT A MATS PROJECT?)	CONTRACT NAME & PHONE NUMBER. AND IF AVAILABLE EMAIL.
1					
2					
3					
4					
5					

3.3 NUMBER OF PERSONNEL FOR EACH MOBILIZATION ACTIVITY

In Table 3-3 below indicate the approximate number of personnel for each mobilization. The Contractor will provide sufficient number of inspection personnel to comply with the MATS tune-up requirements within a week. All test personnel will be trained and have experience in boiler tunning with similar boilers as Unit 2.

Table 3-3 Number of Personnel for Each Mobilization

MOBILIZATION EVENT	APPROXIMATE NUMBER OF PERSONNEL FOR EACH MOBILIZATION ON UNIT 2
1	
2	

3.4 SCHEDULE

The Contractor shall prepare and submit to GREC for review and approval an inspection schedule for each mobilization that details the coordination of the various boiler inspection activities. The schedule shall contain the following parameters of date(s) of inspection, time of inspection, duration, parameter(s) measured as a minimum. The Contractor shall update the test schedule per GREC's comments and work with GREC to resolve any questions required to arrive at a final schedule document.

3.5 FINAL TOTAL PRICING

Provide the itemized pricing indicated below in Table 3-4 along with the final total pricing by adding the individual lines.

Quoted unit price shall include all materials, equipment rental and operation, overhead, profits, per diem, travel, safety equipment, mobilization, mileage, demobilization, hand tools, tool trailers, and other items detailed in the specification.

This agreement is on a lump sum basis and any overtime requests shall be made in writing and approved prior to demobilizing from the site.

Table 3-4 Final Bid Price

ITEM	DESCIRPTION	PRICE
1	Boiler Tune-Up based on MATS requirements under 40 CFR §63.10021(e)(1)- (e)(9)	
2	Mobilization 1	
3	Mobilization 2	
4	Final Total Price (add items 1-3)	

REQUEST FOR QUOTE # PCRFQC-003951

RFQ # PCRFQC-003951
NstkSvc

Q&A Deadline: 8/19/2026 2:00 PM
Closing Date and Time: 8/21/2026 2:00 PM

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

REPLY TO:
Sarah Briley
8142 Hwy 412B
Chouteau, OK 74337
USA

PHONE: (918)824-7542
FAX: () -
EMAIL: Sarah.Briley@grda.com

NOTES:

LINE ITEM NUMBER	DESCRIPTION	COMMODITY CODE	QUANTITY	UNIT	UNIT PRICE	LINE COST	LEAD TIME
77101700	Environmental advisory services Tuning a PC type boiler to comply with the 40 CFR, PART 63-Mercury and Air Toxics Standards (MATS) for Power Plants. Tuning, Inspections, Optimization, and compliance. Please refer to Scope of Work and Specifications for ALL Bid Requirements included in RFQ packet. Pricing will be for Lump Sum	77101700	1.00	Ea			

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:
GREC Warehouse
8142 Hwy 412B
Chouteau, OK 74337
USA

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

GRDA

GRAND RIVER DAM AUTHORITY

RFQ / RFP # 3951

CERTIFICATE OF NON-COLLUSION AND 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 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)

D. I further certify that I have disclosed below any known business or familial relationship in effect or which existed within one (1) year prior to the date of such statement between any officer or director of the bidding company and any employee of the Grand River Dam Authority in accordance with 74 O.S. § 85.22C. If none of the above-mentioned relationships exist, I have provided a statement to that effect.

_____
(Names and description of relationship 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

INSURANCE REQUIREMENT "B"

GRDA
GRAND RIVER DAM AUTHORITY

MINIMUM INSURANCE REQUIREMENTS

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury	$500,000.00 per person $1,000,000.00 per occurrence
Property Damage	$1,000,000.00 per occurrence

COMPREHENSIVE AUTOMOBILE LIABILITY

Should include owned, non-owned and hired autos

Same limits as General Liability

WORKERS' COMPENSATION

As required by the laws of the State of Oklahoma and Employers' Liability limit of $100,000.00

These limits could be satisfied by either primary coverage or a combination of primary and umbrella coverage.

A Certificate of Insurance must accompany bids on any work to be performed for GRDA.

The Certificate of Insurance must show the name and address of the insured, the GRDA Purchase Order number and/or description of the job to be performed for GRDA, limits of coverage, policy number, effective and expiration dates, etc. The cancellation clause must provide that the Authority is to receive ten (10) days written notice prior to cancellation or to the making of any material change. The successful bidder must inform the insurance agent to submit a revised Certificate of Insurance at renewal of the coverage if the GRDA work will extend until that time.

GENERAL BIDDING INSTRUCTIONS
FOR STANDARD & EMERGENCY BIDS

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 $25,000 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 $25,000 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 DDP: Destination. 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 to the warranty obligations of Seller

6. When doing work or providing services on GRDA property seller shall, before any items are shipped and/or any services are commenced, provide GRDA with certificates evidencing that the following minimum insurance will remain in force until Seller's obligations are completed: (a) Workers' Compensation Insurance, including Employer's Liability Insurance, in accordance with the laws of the state in which Seller may be required to pay compensation; (b) Commercial General Liability Insurance with limits no less than $1,000, 000 for each occurrence and $2,000,000 in the aggregate, unless otherwise specified within the solicitation documents; and (c) if Seller will use or provide for the use of motor vehicles in furnishing items and/or services under this PO/Contract, automobile insurance covering all liabilities for personal injury and property damage arising from the use of such vehicles, with a limit of no less than $1,000,000.

7. Seller shall not assign or subcontract any of its rights or obligations under this PO/Contract without GRDA's prior written consent. No assignment shall relieve Seller of its obligations hereunder.

8. Service Contracts: By submitting a bid for services, the Bidder certifies that it, and any proposed Subcontractors, are in compliance with 25 O.S. § 1313 and participate in the Status Verification System. The Supplier/Contractor/Consultant/Construction Manager/et c. certifies that it and all proposed Subcontractors, whether known or unknown at the time a contract is executed or awarded, are in compliance with 25 O.S. § 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. § 1312 and includes, but is not limited to, the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify. This shall remain in effect through the entire term, including all renewal periods, of the Contract. The State may request verification of compliance for any Seller or Subcontractor. Should the State suspect or find the Seller or any of its Subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension or debarment of the Seller. All costs necessary to verify compliance are the responsibility of 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)

Exhibit GTC-1
Supplemental Terms of Service

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

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

  Tuning a PC Type Boiler to comply with the 40 CFR, PART 63-Mercury and Air Toxics Standards (MATS) for Power Plants.

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

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:

_____

_____

_____

_____

_____

_____

_____

_____

Agreement for Services

RFQ Number: 3951

Project: MATS Testing for Boiler – GREC Unit 2

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: August 21, 2026 ("Effective Date")

Grand River Dam Authority ("GRDA")	Party Name	**("Contractor")**
9933 East 16th Street Tulsa, OK 74128	Address	
Oklahoma	Jurisdiction of Organization	
Governmental Agency of the State of Oklahoma	Organization / Company Type	☐ Governmental ☐ Corporation ☐ LLC ☐ Other: _____
Contact Information		
Maria Saucedo Grand River Dam Authority PO Box 669 Chouteau, Oklahoma 74337	Commercial and Operational	
GRDA Procurement Administrator or Designee: Sarah Briley Grand River Dam Authority PO Box 669 Chouteau, Oklahoma 74337 Phone: (918) 824-7542	Contracts	
Grand River Dam Authority Attn: General Counsel 9933 E. 16th Street Tulsa, Oklahoma 74128 legal.notices@GRDA.com	Legal Notices	
Grand River Dam Authority Attn: Accounts Payable PO Box 669 Chouteau, Oklahoma 74337 accounts.payable@grda.com	Invoices and Payments	

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:

Section 3.1: Contract Type ☐ Time and Materials Contract (*default*) OR ☑ Lump Sum Contract	**Section 4: Insurance** ☐ Standard Liability Insurance Amounts (*default*) OR ☐ Custom Liability Insurance Amounts. The limits of liability will not be less than ___ Million Dollars ($__,000,000) per occurrence and ___ Million Dollars ($___,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 ___ Million Dollars ($___,000,000).
Section 3.1: Contract Price The Contract Price will be _____ U.S. dollars ($_____).	**Section 4: Insurance (Umbrella Coverage)** ☐ Standard Umbrella Insurance Amounts (*default*) OR ☐ Excess/Umbrella Insurance Coverage not less than ____ million dollars ($__,000,000).
Section 5.1(b): Contract Term ☑ Project-Based Term (*default*) OR ☐ One-Year Term	**Section 8: Base Warranty Period** ☐ One Year (*default*) OR ☐ ___ Years

(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** ("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. At least fifteen (15) days prior to any on-site activity, Contractor will provide a full legal name and valid working email address for each of Contractor's employees, agents, or representatives (including subcontractors and any of subcontractor's employees) who will perform work on Site so that GRDA may complete a background check for each such individual. GRDA's Manager of Physical Security will send a link to each of those email addresses to allow each of those individuals to complete a Personnel Risk Assessment. Only those persons successfully completing the Personnel Risk Assessment and approved by the Designated GRDA Representative may enter onto the Site. Contractor, at no additional cost to

GRDA, will immediately remove or cause to be removed from the Site any personnel considered by GRDA to be incompetent or unfit, whenever requested to do so by GRDA. Such person may not again be employed at the Site. Contractor, at Contractor's expense, will provide a replacement for any personnel removed. The Personnel Risk Assessment process is further detailed in the attached **Schedule 3** Personnel Risk Assessment Process for Contractors and Service Vendors.

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**; (ii) this Contract; and (iii) the RFP/RFQ, which is attached to this Contract as **Schedule 4** 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 6**.

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 compliant, 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.

The Parties have selected either "Time and Materials Contract" or "Lump Sum Contract" as indicated on the Cover Sheet.
Time and Materials Contract:
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 completely perform all work necessary to satisfactorily complete the Project, in accordance with each of the terms of this Contract, for the lesser of (i) Contractor's actual time and materials; or (ii) the Contract Price.
Lump Sum Contract:

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.

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 2**, 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:

The Parties have selected either "Standard Liability Insurance Amounts" or "Custom Liability Insurance Amounts" as indicated on the Cover Sheet.
Standard Liability Insurance Amounts:
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").
Custom Liability Insurance Amounts:
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:

The Parties have selected either "Standard Umbrella Insurance Amounts" or "Custom Umbrella Insurance Amounts" as indicated on the Cover Sheet.
Standard Umbrella Insurance Amounts:
Three million dollars ($3,000,000.00).

Custom Umbrella Insurance Amounts:
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.

(b) Term:

The Parties have selected either "Project-Based Term" or "One-Year Term" as indicated on the Cover Sheet.
Project-Based Term:
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.
Defined Term:
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.

(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)

By _____
Daniel S. Sullivan, Chief Executive Officer

_____
Sheila Allen, Secretary

Date: _____

CONTRACTOR

ATTEST:

(Seal)

By _____

_____
Secretary

Date:_____

Schedule 1: Description of the Project and Technical Specifications

(attach additional pages if necessary)

Description of services to be provided by Contractor ("Services"):

Tuning a PC Type Boiler to comply with the 40 CFR, PART 63-Mercury and Air Toxics Standards (MATS) for Power Plants

Deadline for Completion:

February 2027

Geographical Location at which Services must be performed:

Grand River Energy Center – 8142 Hwy 412B Chouteau, OK 74337

Technical / Craft / Trade Requirements associated with the Services:

Must be a Combustion Optimization Contractor with previous experience and references for large industrial or power facility related to MATS Compliance. Boiler Tuning Experience.

Other requirements related to Services:

_____

_____

_____

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

Schedule 2: 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 3: **Personnel Risk Assessment Process for Contractors and Service Vendors**

GRAND RIVER DAM AUTHORITY
Personnel Risk Assessment Process for Contractors and Service Vendors

1. Personnel Risk Assessments include a seven (7) year criminal background check. GRDA will evaluate the criminal history record checks for all employees, contractors, or service vendors prior to site entry. Acceptable checks for unescorted physical access may indicate there have been no felony convictions within the past seven (7) years. Any felony convictions within the past seven (7) years may be sufficient reason for the denial of authorization of unescorted physical access.

   To determine if an individual is eligible for unescorted physical access and/or electronic access, the individual should not have the following:

   - Open Warrants
   - Physical Violence Offenses
   - Sexual Related Offenses
   - Felony Level Drug Offenses

2. Personnel Risk Assessments for employees, contractors, and service vendors are performed by a third-party vendor contracted by GRDA. To request background check(s) for your company, e-mail grecbadging@grda.com with the legal name(s) and a valid e-mail address(es) of each individual. After GREC Badging receives this information, a link to be sent to the provided e-mail address(es). The individual(s) will follow the link, log in, and input all personal information for the background check to be run. Depending on the number of addresses and court process times, the checks are usually back in 3-10 days.

3. A Personnel Risk Assessment is required prior to any unescorted physical access to any GRDA properties. If a contractor or service vendor does not have clearance to be onsite, he/she must be escorted by a GRDA employee for the entire duration of the site visit. Please be advised – a contractor or service vendor with unescorted physical access is not permitted to escort a fellow contractor or service vendor. No exceptions.

Schedule 4: **Incorporation of RFP/RFQ**

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

Schedule 5: **Incorporation of Contractor's Bid**

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

Schedule 6: **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 _____, ("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) $_____.

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 5** 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

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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.