

Sealed bids will be accepted at the Grand River Dam Authority Administrative Headquarters located at 226 West Dwain Willis Avenue, Vinita, Oklahoma. Bids received after the bid opening time and date will not be opened or considered.

RFQ or RFP Number:	17095
Bid Opening Time & Date:	5/20/2014 2:00 PM CT
Description: CCVTs	
Contracting & Acquisitions	Agent: Monica Fowler

Bids must be enclosed in a sealed envelope or package and addressed as follows:

PURCHASING UNIT SEALED BID No. 17095 GRAND RIVER DAM AUTHORITY 226 WEST DWAIN WILLIS AVE VINITA OK 74301

Express Mail/Overnight packages must also be addressed as above.

Bids not addressed as instructed above negate the confidentiality of the sealed bid and, therefore, will be rejected and returned to the bidder without being considered.

All bids responses shall be typewritten or handwritten in ink, and any corrections to bids shall be initialed in ink. Bids and proposals submitted in pencil will not be accepted.

All bids and proposals shall include an original signature of the bidder and shall be accompanied by a properly executed non-collusion affidavit with original signatures and notary seal.

Bid responses are to include payment terms and delivery information. Bids and proposals shall be quoted FOB: Destination/Freight Allowed unless stated otherwise within the Request for Quote. All packaging, handling, shipping and delivery charges shall be included in the unit price quoted for each line item. No exceptions will be granted unless approved by the guidelines of the Chief Financial Officer or designee.

Fax or e-mail Bids will not be accepted.

Bidders opting to decline the bid offering are requested to submit a response with a brief explanation.

Grand River Dam Authority is an agency of the State of Oklahoma, fully supported by customer revenues instead of taxes. Administrative Headquarters • 226 West Dwain Willis Avenue • Vinita, Oklahoma 74301 • Phone: 918-256-5545 • Fax: 918-256-1051

GRAND RIVER DAM AUTHORITY

REQUEST FOR QUOTE # 17095

RFQ # 170 ENC		Quotation Due By: Bid Due Time:	05/20/20 2:00:00		REPLY TO	
VENDOR INFO	D:	VI	ENDOR #:	99999.00	- Monica Fo PURCHAS	ING DEPARTMENT
NAME	:				Grand Riv	er Dam Authority
CONTACT	:					VAIN WILLIS AVE
ADDRESS 1	:				PO BOX 4	
ADDRESS 2	:				VINITA O	K 74301
CITY	:	STATE:	ZIP:		PHONE:	405-297-9963 x4650
EMAIL	:				FAX:	405-840-1390
PHONE	:	FAX:			EMAIL:	mfowler@grda.com

NOTE: 1.The bid opening date for this RFQ is May 20, 2014. Each bid response must be received by 2:00 pm Central Time so it can be recorded as received prior to the bid opening time.

2. The outside envelope for each bid must be marked as "Sealed Bid No. 17095". See instructions on the Sealed Bid cover sheet.

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

4. 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.

5.The award to the successful bidder will be based on the lowest and best bid received that meets the specifications listed below and the requirements herein. Preference may be given to E-pay vendors if analysis estimates that such appears to result in a lower cost to GRDA.

6. The brand names, model(s), part number(s) provided herein are for comparable quality and identification purposes only and equivalent bids may be submitted.

Bidders should list the cost to provide these units by:

August 30, 2014, and
bidder's optimum delivery date.

Bidders should specify their optimum delivery date in their bid response.

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

GRDA Visa Payment

GRDA provides a Visa payment program which invoices payment by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to your designated Accounts Receivable contact by e-mail remittance payment.

Preference may be shown during the evaluation process to bidders that agree to accept the Visa payment of invoices. 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:					
LINE		NUMBER OF	UNIT OF	UNIT	LINE	
ITEM	DESCRIPTION	UNITS	MEASURE	PRICE	COST	LEAD TIME
1	Transformer:Coupling Capacitor Voltage,161 kV, 750kV BIL,4300 pf, 60Hz,1000VA Thermal Burden, With Carrier Accessories	1.0	EACH			
	1.Unit Price for delivery by August 30, 2014					
	Line Cost for delivery by August 30, 2014					
	2.Unit Price for delivery by the bidder's optimum date.					
	Line Cost for delivery by the bidders optimum date.					
	Bidders optimum delivery date GRDA Item # 043-0231-070-013					
2	Transformer:Coupling Capacitor Voltage,161 kV, 750kV BIL,4300 pf, 60Hz,1000VA Thermal Burden, With Carrier Accessories	1.0	EACH			
	1.Unit Price for delivery by August 30, 2014					
	Line Cost for delivery by August 30, 2014					
	2.Unit Price for delivery by the bidder's optimum date.					
	Line Cost for delivery by the bidders optimum date.					
	Bidders optimum delivery date GRDA Item # 043-0231-070-014					
3	Transformer:Coupling Capacitor Voltage,161 kV, 750kV BIL,4300 pf, 60Hz,1000VA Thermal Burden, With Carrier Accessories	1.0	EACH			
	1.Unit Price for delivery by August 30, 2014					
	Line Cost for delivery by August 30, 2014					
	2.Unit Price for delivery by the bidder's optimum date.					
	Line Cost for delivery by the bidders optimum date.					
	Bidders optimum delivery date GRDA Item # 043-0231-070-015					
4	Transformer:Coupling Capacitor Voltage,161 kV, 750kV BIL,4300 pf, 60Hz,1000VA Thermal Burden, With Carrier Accessories	1.0	EACH			
	1.Unit Price for delivery by August 30, 2014					
	Line Cost for delivery by August 30, 2014					



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LINE ITEM	DESCRIPTION	NUMBER OF UNITS	UNIT OF MEASURE	UNIT PRICE	LINE COST	LEAD TIME
	2.Unit Price for delivery by the bidder's optimum date.					
	Line Cost for delivery by the bidders optimum date.					
	Bidders optimum delivery date GRDA Item # 043-0231-070-016					
5	Transformer:Coupling Capacitor Voltage,161 kV, 750kV BIL,4300 pf, 60Hz,1000VA Thermal Burden, With Carrier Accessories	1.0	EACH			
	1.Unit Price for delivery by August 30, 2014					
	Line Cost for delivery by August 30, 2014					
	2.Unit Price for delivery by the bidder's optimum date.					
	Line Cost for delivery by the bidders optimum date.					
	Bidders optimum delivery date GRDA Item # 043-0231-070-017					
6	Transformer:Coupling Capacitor Voltage,161 kV, 750kV BIL,4300 pf, 60Hz,1000VA Thermal Burden, With Carrier Accessories	1.0	EACH			
	1. Unit Price for delivery by August 30, 2014					
	Line Cost for delivery by August 30, 2014					
	2.Unit Price for delivery by the bidder's optimum date.					
	Line Cost for delivery by the bidders optimum date.					
	Bidders optimum delivery date GRDA Item # 043-0231-070-018					
7	Transformer:Coupling Capacitor Voltage,161 kV, 750kV BIL,4300 pf, 60Hz,1000VA Thermal Burden, With Carrier Accessories	1.0	EACH			
	1. Unit Price for delivery by August 30, 2014					
	Line Cost for delivery by August 30, 2014					
	2.Unit Price for delivery by the bidder's optimum date.					
	Line Cost for delivery by the bidders optimum date.					
	Bidders optimum delivery date GRDA Item # 043-0231-070-019					
8	Transformer:Coupling Capacitor Voltage,161 kV,	1.0	EACH			



LINE		NUMBER OF	UNIT OF	UNIT	LINE	
ITEM	DESCRIPTION	UNITS	MEASURE	PRICE	COST	LEAD TIME
	750kV BIL,4300 pf, 60Hz,1000VA Thermal Burden, With Carrier Accessories					
	1.Unit Price for delivery by August 30, 2014					
	Line Cost for delivery by August 30, 2014					
	2. Unit Price for delivery by the bidder's optimum date.					
	Line Cost for delivery by the bidders optimum date.					
	Bidders optimum delivery date GRDA Item # 043-0231-070-020					
9	Transformer:Coupling Capacitor Voltage,161 kV, 750kV BIL,4300 pf, 60Hz,1000VA Thermal Burden, With Carrier Accessories	1.0	EACH			
	1. Unit Price for delivery by August 30, 2014					
	Line Cost for delivery by August 30, 2014					
	2.Unit Price for delivery by the bidder's optimum date.					
	Line Cost for delivery by the bidders optimum date.					
	Bidders optimum delivery date GRDA Item # 043-0231-070-021					
10	Transformer:Coupling Capacitor Voltage,161 kV, 750kV BIL,4300 pf, 60Hz,1000VA Thermal Burden, With Carrier Accessories	1.0	EACH			
	1.Unit Price for delivery by August 30, 2014					
	Line Cost for delivery by August 30, 2014					
	2.Unit Price for delivery by the bidder's optimum date.					
	Line Cost for delivery by the bidders optimum date.					
	Bidders optimum delivery date GRDA Item # 043-0231-070-022					
11	Transformer:Coupling Capacitor Voltage,161 kV, 750kV BIL,4300 pf, 60Hz,1000VA Thermal Burden, With Carrier Accessories	1.0	EACH			
	1.Unit Price for delivery by August 30, 2014					
	Line Cost for delivery by August 30, 2014					
	2.Unit Price for delivery by the bidder's optimum					



LINE ITEM	DESCRIPTION	NUMBER OF UNITS	UNIT OF MEASURE	UNIT PRICE	LINE COST	LEAD TIME
	Line Cost for delivery by the bidders optimum date.					
	Bidders optimum delivery date GRDA Item # 043-0231-070-023					
12	Transformer:Coupling Capacitor Voltage,161 kV, 750kV BIL,4300 pf, 60Hz,1000VA Thermal Burden, With Carrier Accessories	1.0	EACH			
	1.Unit Price for delivery by August 30, 2014					
	Line Cost for delivery by August 30, 2014					
	2.Unit Price for delivery by the bidder's optimum date.					
	Line Cost for delivery by the bidders optimum date.					
	Bidders optimum delivery date GRDA Item # 043-0231-070-024					
13	Transformer: Coupl. Cap. Voltage, 138 KV, 650 kV Bil, Ratio 700/1200:1:1,7000 PF,60Hz, 1000VA Thermal Burden,With Carrier Accesories 1.Unit Price for delivery by August 30, 2014	1.0	EACH			
	Line Cost for delivery by August 30, 2014					
	2.Unit Price for delivery by the bidder's optimum date.					
	Line Cost for delivery by the bidders optimum date.					
	Bidders optimum delivery date GRDA Item # 043-0252-008-014					
14	Transformer: Coupl. Cap. Voltage, 138 KV, 650 kV Bil, Ratio 700/1200:1:1,7000 PF,60Hz, 1000VA Thermal Burden,With Carrier Accesories	1.0	EACH			
	1.Unit Price for delivery by August 30, 2014					
	Line Cost for delivery by August 30, 2014					
	2.Unit Price for delivery by the bidder's optimum date.					
	Line Cost for delivery by the bidders optimum date.					
	Bidders optimum delivery date GRDA Item # 043-0252-008-015					
15	Transformer: Coupl. Cap. Voltage, 138 KV, 650 kV Bil, Ratio 700/1200:1:1,7000 PF,60Hz, 1000VA Thermal Burden,With Carrier Accesories	1.0	EACH			



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LINE ITEM	DESCRIPTION	NUMBER OF UNITS	UNIT OF MEASURE	UNIT PRICE	LINE COST	LEAD TIME
	1.Unit Price for delivery by August 30, 2014					
	Line Cost for delivery by August 30, 2014					
	2.Unit Price for delivery by the bidder's optimum date.					
	Line Cost for delivery by the bidders optimum date.					
	Bidders optimum delivery date GRDA Item # 043-0252-008-016					
16	Transformer: Coupl. Cap. Voltage, 138 KV, 650 kV Bil, Ratio 700/1200:1:1,7000 PF,60Hz, 1000VA Thermal Burden,With Carrier Accesories	1.0	EACH			
	1. Unit Price for delivery by August 30, 2014					
	Line Cost for delivery by August 30, 2014					
	2.Unit Price for delivery by the bidder's optimum date.					
	Line Cost for delivery by the bidders optimum date.					
	Bidders optimum delivery date GRDA Item # 043-0252-008-017					
17	Transformer: Coupl. Cap. Voltage, 138 KV, 650 kV Bil, Ratio 700/1200:1:1,7000 PF,60Hz, 1000VA Thermal Burden, With Carrier Accesories	1.0	EACH			
	1. Unit Price for delivery by August 30, 2014					
	Line Cost for delivery by August 30, 2014					
	2.Unit Price for delivery by the bidder's optimum date.					
	Line Cost for delivery by the bidders optimum date.					
	Bidders optimum delivery date GRDA Item # 043-0252-008-018					
18	Transformer: Coupl. Cap. Voltage, 138 KV, 650 kV Bil, Ratio 700/1200:1:1,7000 PF,60Hz, 1000VA Thermal Burden,With Carrier Accesories	1.0	EACH			
	1. Unit Price for delivery by August 30, 2014					
	Line Cost for delivery by August 30, 2014					
	2.Unit Price for delivery by the bidder's optimum date.					
	Line Cost for delivery by the bidders optimum date.					



REQUEST FOR QUOTE # 17095

LINE ITEM	DESCRIPTION	NUMBER OF UNITS	UNIT OF MEASURE	UNIT PRICE	LINE COST	LEAD TIME
	Bidders optimum delivery date GRDA Item # 043-0252-008-019					
charges to	prices must be quoted FOB: Destination. All freight delivery point must be included in the unit price each line item. All packaging, handling, delivery and	PAYMENT	TERMS:			
	surcharges must also be included in the price quoted	QUOTE EXPIRATION DATE:				
		QUOTATION NUMBER:				
		QUOTED B	Y (please pri	nt):		
SHIP TO:	Grand River Dam Authority TRANSMISSION & ENGINEERING HDQTRS	COMPANY	NAME:			
	635 HWY 69A PO Box 1128	SIGNATUR	E:			
	PRYOR OK 74362	DATE OF Q	UOTE:			

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 above. You may attach additional pages if necessary. If attached, the Non-Collusion form must be completed and returned with your quotation. NO PARTIAL SHIPMENTS OR PARTIAL PAYMENTS WILL BE ALLOWED WITHOUT PRIOR APPROVAL.

All articles purchased hereunder shall be in accordance with the Bidding Procedures and General Terms & Conditions contained on the attached sheets.

NON-COLLUSION AFFIDAVIT



RFQ / RFP #

A Non-Collusion Affidavit shall be included with any competitive bid or contract submitted for goods or services exceeding \$50,000.00, or for any competitive bid or contract submitted for the purpose of repairs and improvements to GRDA facilities exceeding \$5,000.00.

- A. For purposes of competitive bid or contract, being of lawful age and first duly sworn on oath, I certify:
 - 1. I am the duly authorized agent of

(Company Name)

the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;

- 2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
- 3. Neither the bidder, nor contractor, nor anyone subject to the bidder's or contractor's direction or control, has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor, whether competitively bid or not, has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.
- B. The contractor further certifies that no person who has been involved in any manner in the development of said contract while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under said contract.
- C. If any contract pursuant to this bid is for professional services as defined in 74 O.S. § 85.2.25, and if the final product is a written proposal, report or study, the contractor further certifies that (s)he has not previously provided the state agency or any other state agency with a final product that is a substantial duplication of the final product of the proposed contract.

Authorized Signature		Certified this Date
Printed Name		Title
State of		County of
Subscribed and sworn to me this	day of	, 20
Notary Public Signature		Notary Seal:
My commission expires:		
My commission number:		
		ncy of the State of Oklahoma. venue • Vinita, Oklahoma 74301 • 918-256-5545

- 1. Bids shall be opened by the Purchasing Unit at the Grand River Dam Authority (hereinafter referred to as "GRDA" or "the Authority") Administrative Headquarters, 226 West Dwain Willis Avenue, Vinita, Oklahoma 74301 on the date (and time, if applicable) shown on the attached RFQ or RFP form. 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 shall 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. Sealed bids shall be submitted to the GRDA Purchasing Unit in a properly marked envelope or package, and shall be sealed. The name and address of the bidder shall be printed on the exterior of the envelope or package. The RFQ or RFP number and bid opening date shall be referenced on the face of the sealed envelope or package. Unmarked bids shall be rejected and returned to the bidder. Neither fax nor e-mail submissions shall be accepted for sealed bid requirements, as they negate the confidentiality of the bid. Any bid received via fax or e-mail for a sealed bid requirement shall be rejected and returned to the bidder. Bid opening time extensions shall not be granted. Bids received after the opening time and date shall not be considered. This is a formal bidding procedure with all bid packets recorded upon receipt and held unopened under lock until the bid opening at the time, date and location listed on the RFQ or RFP. At public bid openings, a short description of the item and the bid price will be read. The information shall be recorded on a bid tabulation to be used during the subsequent bid evaluation. Interested bidders may make an appointment to review quotations after an evaluation, recommendation and bid award has been made.
- 3. Non-Collusion Certificate: RFQs or RFPs anticipated to exceed a total amount of \$5,000 shall be accompanied by a Non-Collusion Certificate. This certificate shall be completed by the bidder and include an original signature in ink of an authorized company representative (preferably the bidder) with full knowledge and acceptance of the bid proposal. The Non-Collusion Certificate with original signature shall be mailed with the bid response to the attention of the Contracting & Acquisitions Agent listed on the RFQ or RFP. Purchase orders in excess of \$5,000 will not be released to the successful bidder without receipt of a properly signed certificate for the bid.
- 4. In the event the unit price and line total extension do not agree, the unit price shall be considered the quoted price accepted for evaluation.
- 5. **Freight Terms:** All prices shall be quoted FOB: Destination/Freight Allowed. All packaging, handling, shipping and delivery charges shall be included in the unit price quoted for each line item. No exceptions shall be granted unless approved by the guidelines of the GRDA Chief Financial Officer or designee.
- 6. **Other Surcharges:** Any additional surcharges (such as HazMat charges, fuel surcharges, set-up fees, etc.) shall be included in the unit price quoted for each line item. All additional charges are considered a part of the cost of the goods, and bids shall be evaluated to include these additional charges.
- 7. **Tax-Exempt Status:** GRDA is an agency of the state of Oklahoma and is specifically exempt from the payment of sales tax by Oklahoma state statute, Title 68 O.S.A. § 1356 (10). An excerpt from the statute shall be furnished upon request.
- 8. Questions arising during the bidding process should be submitted in writing to the Contracting & Acquisitions Agent named on the RFQ or RFP. The GRDA Contracting & Acquisitions 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.
- 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 reject any and all bids, and to contract as the best interests of the Authority may require. GRDA reserves the right to reject any bids that do not comply with the requirements and specifications of the Request for Quote or Request for Proposal. 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 employee, vehicle or equipment to be on any GRDA property must be covered by minimum insurance requirements. The workscope 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 Contracting & Acquisitions 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 Contracting & Acquisitions Agent. Bidders are to conduct all written and verbal communication with the Authority through the GRDA Contracting & Acquisitions Agent. Bidders are to conduct negotiations ethically, without attempts to influence through offers of valuable personal 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 update information. If a supplier fails to respond to bid requests after four appropriate solicitations, that supplier may be removed from the active list. Suppliers who do not meet quoted shipping dates or lead times, supply products or services of poor quality, substitute items of unequal quality, continually over-ship or under-ship items, or do not invoice properly may be placed under suspension or disqualified from the active supplier list. Suppliers may voluntarily request to be removed from the supplier database.
- 19. Service Contracts: By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes, but is not limited to, the free Employment Verification Program (E-Verify) available at <u>www.dhs.gov/E-Verify</u>. This shall remain in effect through the entire term, including all renewal periods, of the contract. The State may request verification of compliance for any contractor or subcontractor. Should the State suspect or find the contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

CCVT Instrument Transformers

Technical Specifications

Grand River Dam Authority

Pryor, OK

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1.0 Technical Specifications

These specifications contain the technical requirements applicable to the work covered in bidding and providing CCVTs for the GRDA projects.

2.0 Site Meteorological and Seismic Data

Work shall be designed according to the following building code and site conditions:

General Design Data:	
Building Code	International Building Code 2000 (IBC 2000)
Site Elevation (Mean Sea Level), ft (m)	<2000 ft
Wind Design Data:	
Basic Wind Speed, V, Nominal 3 second gust wind speed at 33 ft (10 m) above ground for Exposure C category, mph (m/s)	100
Exposure Category	С
Topographic Factor, Kzt	1.0
Snow Design Data:	
Ground Snow Load, Pg, lb/ft2 (kN/m2)	NA
Importance Factor (Snow Loads), I	NA
Ice Design Data:	•
Nominal Ice Thickness, t, Due to freezing rain at a height of 33 ft (10 m), inches (mm)	1
Concurrent Wind Speed, Vc, mph (m/s)	0
Seismic Design Data:	
Short Period Mapped Spectral Acceleration, Ss	Per ASCE 7, latest edition
One Second Period Mapped Spectral Acceleration, S1	Per ASCE 7
Site Class	с
Importance Factor (Seismic Loads), I	1.15

3.0 Design Ambient Conditions

Area Specific Design: The general design ambient air conditions shall be used unless area specific or equipment specific conditions are indicated in the contract documents:

	Temperature, °F		Relative Humidity, %	
Area	Minimum	Maximum	Minimum	Maximum
General Outdoor Area	-12	120	0	100

4.0 Electrical Enclosure Heating Assemblies

Where electrical enclosure heating is specified, electrical space heaters, one adjustable thermostat, one fuse and fuse block or circuit breaker or other means of disconnect shall be provided completely wired in the enclosure. The space heaters, thermostat, and circuit disconnect device shall not interfere with normal cable entrance into the enclosure or with maintenance or replacement of devices within the enclosure. Normal use of space heaters shall not change or discolor any painted surface.

Unless otherwise indicated, the operating range of the thermostat shall be coordinated with the project ambient temperature conditions.

Space heater capacity shall be as required to maintain the enclosure internal temperature above the dew point under the specified site conditions.

Space heater sheaths shall be of a corrosion-resistant, non-oxidizing material.

Electrical Enclosure Assemblies					
Location	Classification	NEMA Std. 250	IEC 60529	Materials	
Outdoor	Nonhazardous	Туре 4	IP55	Copper free aluminum	

Enclosure Space Heaters			
Rated Voltage	240 volts ac		
Voltage	120 volts		

5.0 Terminal Blocks

5.1 General

In general, manufacturer standard terminal blocks will be accepted provided they meet the requirements of this specification and quality levels equivalent to the manufacturer's terminal blocks listed in the table at the end of this section. Self-stripping terminal blocks, multiple deck (step type) terminal blocks, and angled terminal blocks will not be acceptable. Screw type terminals suitable for ring lug termination shall be furnished for all current transformer secondary lead connections.

Each terminal block shall be provided with a unique identifier. All terminal points shall have provisions to be uniquely identified on the terminal block white marking strip and, where permitted by the safety codes and standards, shall be without covers. Spare points shall be provided with blank strips that can be field marked with a permanent ink-marking pen. Spare (unused) terminals shall be furnished evenly distributed on the terminal blocks for circuit modifications. No fewer than two spare and unused terminals shall be furnished for every ten terminals used.

Terminal blocks shall be manufactured from materials that will not support combustion. Terminal blocks shall meet the Inflammability Class V0 rating in accordance with UL 94. All terminal blocks, except internal terminal blocks in factory prewired electronic systems cabinets and terminal blocks for thermocouple extension wire, shall be rated for 600 volts or greater. No more than two conductors shall be terminated at one connection point. For terminal blocks interfacing with the GRDA's field cabling, one side of the terminal block shall be used by the equipment manufacturer for factory wiring and the other side of the terminal block shall be reserved for the GRDA's field cabling terminations.

5.2 Strap Screw Terminal Blocks

Strap screw terminal blocks shall be of heavy-duty construction capable of terminating a conductor from 16 AWG (1.5 mm²) to 10 AWG (6 mm²). The point-to-point spacing shall not be less than 0.375 inch (9.5 mm).

5.3 Power Terminal Blocks

Power terminal blocks shall be used for conductors 8 AWG (10 mm⁻) and larger.

6.0 Shop Drawings

This section, in conjunction with the Schedule of Submittals, stipulates the requirements for engineering data that Supplier shall submit for design information and review. Document submittal procedures shall be in accordance with the requirements of this Purchase Order.

6.1 Submittal Requirements

Technical data shall be submitted in electronic format.

Electronic submittals shall be made via e-mail to:

Edwin Averill, e-mail: baverill@grda.com.

6.2 Compliance Reports

Reports shall be submitted that record the tests and/or calculations required in the specification technical sections. Reports shall be submitted for each piece of equipment. Specified drawings shall be submitted with the compliance reports.

6.3 Drawings

Drawings shall be in sufficient detail to indicate the kind, size, arrangement, component weight, breakdown for shipment, and operation of component materials and devices; the external connections, anchorages, and supports required; the dimensions needed for installation and correlation with other materials and equipment; and the information specifically requested in the Schedule of Submittals.

Supplier shall fully complete and certify drawings for compliance with the Purchase Order requirements. Drawings shall have title block entries that clearly indicate the drawing is certified.

Each submitted drawing shall be project unique and shall be clearly marked with the name of the project, unit designation, GRDA's Purchase Order title, GRDA's Purchase Order file number, project equipment or structure nomenclature, component identification numbers, and GRDA's name. Equipment, instrumentation, and other components requiring GRDA-assigned identification tag numbers shall be clearly identified on the drawings. If standard drawings are submitted, the applicable equipment and devices furnished for the project shall be clearly marked.

Transmittal letters shall identify which Schedule of Submittals item (by item number) is satisfied by each drawing or group of drawings. The transmittal letter shall include the manufacturer's drawing number, revision number, and title for each drawing attached. Each drawing title shall be unique and shall be descriptive of the specific drawing content. Transmittal letters for resubmitted drawings shall include the GRDA's drawing numbers.

Catalog pages are not acceptable, except as drawings for standard non-engineered products and when the catalog pages provide all dimensional data, all external termination data, and mounting data. The catalog page shall be submitted with a typed cover page clearly indicating the name of the project, unit designation, specification title, specification number, component identification numbers, model number, Supplier's drawing number, and GRDA's name.

Drawings shall be submitted with all numerical values in English as the primary units. Drawings with metric values only will not be accepted.

6.3.1 Drawing Submittal

Supplier shall use this form for all submittals. (An electronic copy of this form will be made available upon Purchase Order award.)

Drawings shall be submitted electronically in AutoCAD version 2000 or later. MicroStation format files are not acceptable. If Supplier does not have the capability to provide AutoCAD version 2000 or later drawings, an alternative submittal format shall be used as mutually agreed between GRDA and Supplier. Technical data shall be submitted in native file format (Microsoft Word or Excel, other).

6.3.2 Drawing Processing

Supplier's engineering schedule shall allow a minimum of two (2) weeks for mailing, processing, and review of drawings and data by GRDA.

Unless this Purchase Order indicates that a drawing or engineering data submittal by Supplier is to be for GRDA's information only, GRDA, upon receipt of submittals, shall review and return same to Supplier, marked "Approved for Construction", "Approved as Corrected", or "Not-Approved, Correct and Resubmit". The timing of Supplier's submittals and GRDA's review shall be in accordance with the Completion Dates for same as set forth in the Purchase Order. The submittal of any drawing or other submittal document by Supplier to GRDA under this Purchase Order will be certification by Supplier that the information set forth therein is accurate in all material respects.

6.3.3 Approved for Construction.

Upon receipt of a submittal marked Approved for Construction", Supplier may proceed with its Work to the extent of and in accordance with the submittal. Supplier shall not resubmit unless the drawing or document is revised, in which case it shall be resubmitted as a new document revision.

6.3.4 Approved as Corrected.

Upon receipt of a submittal marked "Approved as Corrected" and if Supplier concurs with GRDA's comments, Supplier shall incorporate same and may proceed with its Work to the extent of and in accordance with the annotated submittal. Supplier shall submit to GRDA within fourteen calendar days a revision to the original submittal, in which GRDA's comments have been incorporated. If Supplier determines that it cannot incorporate GRDA's comments without prejudice to Supplier's warranty or other obligations under this Purchase Order, Supplier shall so advise GRDA in writing within seven calendar days of its receipt of GRDA's comments, stating the reasons therefore. Supplier may proceed with its Work to the extent of and in accordance with the annotated submittal only upon GRDA and Supplier resolving GRDA's comments.

6.3.5 Not-Approved, Correct and Resubmit.

Upon receipt of a submittal marked "Not-Approved, Correct and Resubmit," Supplier shall immediately take all necessary action to revise its submittal in accordance with GRDA's comments, the Specification, and the Drawings, and shall resubmit to GRDA for review the corrected original submittal, voiding previous information and adding new

documents if required. In no event shall Supplier proceed with the affected Work until its revised submittals have been returned to Supplier marked "Approved for Construction" or "Approved as Corrected" by GRDA.

6.3.6 Resubmittals.

If during or subsequent to the completion of the submittal process, Supplier makes further changes to the equipment and materials shown on submittals that have been reviewed by GRDA, the changes shall be clearly marked on the submittal by Supplier and the submittal process shall be repeated. If changes are made by Supplier after delivery to the Jobsite, as-built drawings indicating the changes shall be prepared by Supplier and submitted to GRDA for review. Any resubmittal of information shall clearly identify the revisions by footnote or by a form of back-circle, with revision block update, as appropriate.

6.3.7 GRDA's Review.

GRDA's review of drawings and other submittals will cover only general conformity of the data to the Specifications and Drawings, external connections, interfaces with equipment and materials furnished under separate specifications, and dimensions that affect plant arrangements. GRDA's review does not include a thorough review of all dimensions, quantities, and details of the equipment, material, device, or item indicated or the accuracy of the information submitted. Review and comment by GRDA of Supplier's Drawings or other submittals shall not relieve Supplier of its sole responsibility to meet the Completion Dates requirement of this Purchase Order and to supply Goods that conform to the requirements of this Purchase Order.

6.3.8 File Returns to Supplier.

Electronic files of drawings will be returned to Supplier via e-mail.

7.0 Instruction Manuals

This section, in conjunction with other sections stipulates the requirements for Instruction Manuals that Supplier shall submit for design information and review. Document submittal procedures shall be in accordance with the requirements of this Purchase Order, and this specification.

7.1 Submittal Requirements

Electronic copies, in .pdf format, shall be submitted to the address indicated in the Technical Specifications sections 6.0 and 12.

7.2 Instruction Manuals.

Supplier shall furnish proof and final instruction manuals for the unloading, storage, installation, operation, and maintenance of the equipment. The manuals shall be delivered as specified in the Schedule of Submittals.

Manuals shall include the following information specific to the furnished equipment, as they are applicable. The documents or drawings submitted within the Instruction

Manual shall be consistent with the documents or drawings previously submitted for GRDA's review. Documents or drawings, which were previously submitted for review and are included within the Instruction Manual, shall be identical with the same revision number. If these documents or drawings were revised due to design revisions subsequent to issuance of the Instruction Manuals, the document or drawing shall be resubmitted in accordance with this specification so the GRDA can provide updated drawings to the holders of the Instruction Manuals.

Table of contents and index tabs. (If multiple volumes are required, a table of contents listing materials included in each volume shall be supplied for each volume.)

Specifications, test data, and all performance curves specified in the technical specifications.

Description of the equipment, including illustrations showing elevations, cross section, and all details of the equipment with all parts named, numbered, and identified with GRDA's tag numbers. When multiple model numbers are shown on the drawings, the equipment supplied for the project shall be clearly identified.

Complete and detailed operating instructions, including safety precautions, philosophy of operation and, where applicable, process optimization techniques.

Detailed minor and major maintenance instructions, including description, use of special tools furnished, and preventive maintenance schedule.

Instructions for receiving, inspection, storage, and handling of equipment prior to installation.

- Installation instructions
- Troubleshooting guide
- Inspection procedures
- Electrical wiring diagrams, as applicable.
- Calibration Data Sheet for each adjustable instrument included in the scope of supply.
- Control Panel Arrangements, as applicable.
- Supplier and Sub-supplier operating and maintenance manuals
- Illustrated parts breakdown
- Assembly drawings
- Parts lists
- Nameplate information and shop order numbers for each item of equipment and
- associated component parts thereof.
- List of recommended spare parts
- List of maintenance tools furnished with the equipment.

The above listed requirements are the minimum requirements; however, requirements

that are clearly not applicable to the equipment may be deleted with GRDA's approval. Additional information that is necessary for proper operation and care of the equipment shall also be included.

7.3 Format

Each copy of the manuals shall be submitted in electronic format. Written documents shall be in .pdf format and drawings shall be in AutoCAD version 2005 or later

8.0 Technical Scope and System Performance Requirements

8.1 Technical Scope of Work

The work under these specifications shall include furnishing the following:

Capacitive coupled voltage transformers (CCVTs) as described in the detailed technical specifications.

8.2 Capacitive Coupled Voltage Transformers

8.2.1 General

Capacitive Coupled Voltage Transformers (CCVTs) and line tuners shall be furnished in accordance with this section and as indicated on the drawings.

The requirements of the Specification Data Sheet(s) and drawings shall govern should conflicts occur between them and the written text of these specifications.

Additional general equipment requirements are presented in these specifications.

8.2.2 Codes and Standards

All equipment furnished under these specifications shall conform to the applicable standards of ANSI, IEEE, and NEMA.

All materials and devices shall be in accordance with the applicable requirements of the Federal "Occupational Safety and Health Standards."

8.2.3 Equipment Required

The Supplier shall furnish CCVTs as specified on the Specification Data Sheet(s). CCVTs furnished shall be complete with all accessories ready for mounting, assembly, connection, and immediate service.

The quantity and types of CCVTs furnished shall be as indicated on the data sheet and Purchase Order.

8.2.4 Ratings

All CCVTs shall be suitable for operation at the altitude and shall be rated as indicated on the Specification Data Sheet(s) included at the end of this section.

8.2.5 Details of Construction

Each CCVT shall be designed and fabricated in accordance with the latest revisions of the applicable Codes and Standards.

Each CCVT assembly shall include line connectors, coupling capacitor units, and base support assembly. Each CCVT shall be factory adjusted and designed and fabricated in accordance with NEMA.

Each CCVT shall be of the manufacture and type indicated on the Specification Data Sheet(s) included at the end of this section.

Porcelain color shall be gray.

Each CCVT shall be furnished with a 100 mm (4 in.) wide NEMA 4-hole line terminal pad, unless otherwise indicated on the Specification Data Sheet(s) included at the end of this section.

CCVTs rated 230 kV and above shall be equipped with corona shields as required.

CCVTs shall be furnished with all field connection hardware for field mounting on steel supports described in these specifications. All hardware shall be hot-dip galvanized.

Carrier accessories and wide band filters shall be provided for the CCVTs where indicated on the drawings, and as indicated on the Specification Data Sheet(s).

The CCVTs shall be furnished with the following accessories:

- Primary terminal in accordance with the Specification Data Sheets.
- Four lifting eyes in base.

8.2.6 Capacitor Units

The coupling capacitor shall be a standard assembly of capacitor units including a lower coupling unit with such additional upper coupling units as are required to provide the necessary series capacitance between line and ground.

The lower coupling unit shall include one or more insulating bushings projecting through the bottom for connection to the voltage transformer and carrier current networks (if required) and shall be mounted on the base support assembly.

The upper coupling unit shall be standard, arranged for bolting to the lower unit and for supporting other upper bolt-secured units.

8.2.7 Base Support Assembly

The base support assembly shall be an outdoor, weatherproof welded enclosure designed and fabricated to support and mount the coupling capacitors specified above

and house the following equipment:

1	Voltage transformer network factory adjusted, including protective gaps, reactors, potential grounding switch with external hookswitch operator, carrier grounding switch with external hookswitch operator (carrier equipped units only), and a transformer with main and auxiliary secondary windings, each rated in accordance with ANSI C93.2.
1	Space heater sized to prevent moisture from condensing on internal components, with the voltage rating specified on the Specification Data Sheet(s) included at the end of this section.
1	Carrier lead-in bushing (carrier equipped CCVTs only).
1	Grounding terminal, NEMA 2-hole pad, tinned bronze, bolted clamp type, for up to 127 mm ₂ (250 kcmil) copper ground cable size.
1	Terminal box, weatherproof with threaded conduit hubs.

9.0 Manufacturers

CCVTs shall be of the manufacturer and type indicated on the Specification Data Sheet(s) included at the end of this section.

10.0 Shipping Requirements

- 10.1 All materials shall be shipped with distinct marks for positive identification at the site.
 - 10.1.1 The identification system will use component numbers as shown on the fabrication drawing submitted for approval.
 - 10.1.2 Every component shall be marked with the assembly number assigned to it in the fabrication drawings.
- 10.2 All materials shall be carefully loaded for protection during shipment.
 - 10.2.1 Small parts, lightweight components and fasteners shall be carefully boxed, crated or otherwise protected for shipment.
 - 10.2.2 Components requiring bundling shall be banded with rustproof strapping to prevent staining.
 - 10.2.3 All material shall be properly blocked on cars or trucks to prevent damage to the coating or distortion of members during transit.
 - 10.2.4 All material shall be arranged to allow safe unloading at the site.
- 10.3 Each shipment shall have a detailed packing list included, specific to that shipment. Each crate shall be labeled with the content of the crate.
- 10.4 All shipments shall be made to:

Grand River Dam Authority 4.5 miles East on Hwy 69A Pryor, Oklahoma 74362 GRDA may provide an alternate shipping location with the Purchase Order.

10.5 GRDA shall be provided with a 48 hour (week day) pre-delivery notification by the fabricator. Notification shall be to:

Edwin Averill, Project Engineer Phone: 918-610-9702

Roman Montoya, Superintendent Technical/Eng Phone: 918-610-9712

Or

Mike Ragsdale, Warehouse Phone: 918-824-7850

11.0 Guarantee

11.1 The Fabricator shall furnish warranty for all materials and workmanship for a period of one (1) calendar year from the date of receipt against all defects due to faulty workmanship or materials and shall agree to replace same at no expense to GRDA.

12.0 Documentation

- 12.1 The Fabricator shall provide one (1) CD copy and one (1) paper copy, per substation, of the final drawings.
- 12.2 All drawings will be generated using IBM compatible computers utilizing the Windows platform and using AutoCAD V. 2010 (or later) software by AutoDesk. Electronic copies of the final drawings in the DWG file format will be required.
- 12.3 The address for all correspondence and drawing submittals is:

Jeff Tullis, Chief Engineer Grand River Dam Authority Engineering Technology Center 9933 E. 16th Street Tulsa, Oklahoma 74128 Email: jtullis@grda.com

Edwin Averill, Project Engineer Grand River Dam Authority Engineering Technology Center 9933 E. 16th Street Tulsa, Oklahoma 74128 e-mail: <u>baverill@grda.com</u> Roman Montoya, Superintendent Technical/Eng Grand River Dam Authority Engineering Technology Center 9933 E. 16th Street Tulsa, Oklahoma 74128 Email: rmontoya@grda.com

- 12.4 The address for shipment is: Grand River Dam Authority4.5 miles East on Hwy 69A Pryor, Oklahoma 74362
- 12.5 All correspondence, documents, and shipments shall be labeled with the appropriate project name.

13.0 Acceptance of Equipment

- 13.1 After delivery, the equipment will be inspected by GRDA for visible damage, missing items, and signs of poor workmanship. Equipment or materials that are not acceptable shall be repaired, corrected, or replaced by the Fabricator at no additional cost to GRDA before the material is accepted.
- 13.2 Acceptance does not occur until all equipment and documentation required by the specification and necessary to install the equipment is received by GRDA.
- 13.3 Acceptance of the equipment by GRDA does not relieve the Fabricator of the responsibility for the adequacy of materials and proper operation of equipment.

14.0 Terms of Payment and Conditions

- 14.1 All proposals, bids, or quotations shall be FOB Destination.
- 14.2 No partial payments shall be made for partial shipments.
- 14.3 Conditions of the "Acceptance of Equipment" must be met before any payment will be made.

Specification Data Sheet

Capacitive Coupled Voltage Transformers (CCVTs) and/or line tuners shall be furnished in accordance with the following:

Location				
Item Number / Line				
Quantity (with carrier accessories)	See RFQ			
Ratings				
Nominal system voltage, kV (line-to-line)	161			
Maximum system voltage, kV (line-to-line)	169			
Impulse withstand voltage (BIL), kV	750			
Frequency, Hz	60			
Total minimum capacitance, pF	By Manufacturer			
Marked ratio (primary:secondary)	800 lower ratio		1400) higher ratio
Altitude, ft	< 2000			
ANSI accuracy class	0.3 W, X, Y, Z, ZZ			
Burden (ANSI)	200 VA Min.			
Number of secondary windings	2			
Auxiliary winding required (1.2Y accuracy class)	No			
Space heater rated voltage, VAC	240			
Space heater applied voltage, VAC	120			
Porcelain color	Х	ANSI 70 grey		Brown
Porcelain minimum creepage distance	2900 (114) min.			
Thermal rating, kVA	1.0 minimum			
Terminal pad	4-hole NEMA pad			
Carrier accessories required	Yes			

161kV CCVT



Any contract or order issued by the Grand River Dam Authority (hereinafter referred to as GRDA) is expressly conditioned upon Seller's assent to these terms and conditions, unless otherwise agreed in writing. Any order issued or filled by Seller shall be deemed to constitute Seller's assent to these terms and conditions. Any additional or different terms submitted by the Seller are hereby expressly objected to by GRDA unless expressly agreed to in writing by GRDA.

- 1. Mail or deliver all invoices or correspondence pertaining to the payment of this Purchase Order to: Accounts Payable Department, Grand River Dam Authority, P.O. Box 409, 226 West Dwain Willis Avenue, Vinita, Oklahoma 74301. Seller shall submit invoices, with one copy detailing each item with unit prices, with the top copy being distinguishable as an original, accompanied by one copy of complete shipping papers. If shipment is not made by routing instructions as specified on the face of this Purchase Order, GRDA reserves the right to deduct any excess transportation charges resulting therefrom. Copy of original freight bill must be supplied for payment. Time, in connection with any discount offered, will be computed from date of delivery of items, or from date the correct invoice is received in Vinita, Oklahoma, whichever period of time is the later date. No Oklahoma State Sales or Use Tax shall be included in payment of this Purchase Order.
- 2. All articles, materials, equipment and supplies (hereinafter referred to as "items") covered by this Purchase Order, unless otherwise specified, are purchased subject to inspection before and during manufacture and upon arrival at destination. GRDA reserves the right to return for full credit and/or refund, at Seller's sole risks 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 and hold Seller 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 Purchase Order 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 warrants that all items covered by this Purchase Order will conform to the specifications, drawings, samples or other description furnished by GRDA, or any revisions thereof, and any items purchased pursuant to this Purchase Order shall be subject to all warranties expressed or implied by law, and will be merchantable of good material and fit and sufficient for the purpose intended, and shall satisfy any performance guarantee requirements as specified herein by GRDA. In the event the items and/or services purchased hereunder do not meet the warranty specified hereinabove, Seller shall promptly repair or replace any defective item at its expense, or re-perform any necessary services, and shall hold GRDA harmless from any and 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 agrees that the manufacturer's warranties and guaranties of the items purchased hereunder extended to Seller shall extend to GRDA.
- 5. Seller shall indemnify and hold GRDA harmless from and against any and all loss, costs or expenses arising out of any liens or claims in any way related to the items or services furnished hereunder. Seller shall likewise indemnify and hold GRDA harmless from any patent, trademark or copyright infringement, except items supplied in accordance with design originating with GRDA. Seller shall be an independent contractor. Seller shall protect, defend, indemnify and hold GRDA harmless from any damage or injury to any persons, including Seller's employees or property, and from any claim, demand, action, cost or expense arising out of the activities hereunder as a result of Seller's negligent or intentional wrongful acts. In no event shall Seller's liability be limited under this Purchase Order for the negligent or intentional wrongful acts of the Seller.
- 6. 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) Workmen's Compensation Insurance, including Employer's Liability Insurance, in accordance with the laws of the state in which Seller may be required to pay compensation; and (b) Public Liability Insurance with an individual limit of not less than \$100,000 and a total for any one accident of not less than \$300,000, unless otherwise specified herein.
- 7. This Purchase Order (including Seller's right to receive payments hereunder) shall not be assigned or subcontracted in whole or in part without GRDA's prior written consent. No assignment hereof shall relieve this assignor of its obligations hereunder.
- 8. 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 Supplier/Contractor/Consultant/Construction Manager/etc. 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 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.
- 9. All Items shipped pursuant to this Purchase Order will conform with 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 Purchase Order, 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 Purchase Order shall be construed as being performed by both parties in Craig County, Oklahoma, and shall be governed in accordance with the laws of the State of Oklahoma.

Grand River Dam Authority is an agency of the State of Oklahoma.

Administrative Headquarters • 226 West Dwain Willis Avenue • Vinita, Oklahoma 74301 • Phone: 918-256-5545 • Fax: 918-256-1051