



REQUEST FOR QUOTE # 19116

RFQ # 19116
ENG

Quotation Due By: 09/18/2015
Bid Due Time: 9:00:00 AM

REPLY TO:

VENDOR INFO:

VENDOR #: 99999.00

Samantha E. Prince
PURCHASING DEPARTMENT
Grand River Dam Authority
226 W DWAIN WILLIS AVE
PO BOX 409
VINITA OK 74301

NAME: _____

CONTACT: _____

ADDRESS 1: _____

ADDRESS 2: _____

CITY: _____ STATE: _____ ZIP: _____

EMAIL: _____

PHONE: _____ FAX: _____

PHONE: 918-256-0638
FAX: 918-256-1051
EMAIL: sprince@grda.com

NOTE:

- 1.The bid opening date for this RFQ is September 18, 2015 at 9:00 a.m. Central Time.
- 2.A completed non-collusion certificate is required and must be submitted with your bid.
- 3.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.
- 4.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.
- 5.The brand names, model(s), part number(s) provided herein are for comparable quality and identification purposes only and equivalent bids may be submitted.
- 6.GRDA will take into consideration past performance and ability to meet delivery deadlines in the evaluation.
- 7.Bidders should list the cost to provide these units by
 - 1) April 15, 2016
 - 2) By the 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 ITEM	DESCRIPTION	NUMBER OF UNITS	UNIT OF MEASURE	UNIT PRICE	LINE COST	LEAD TIME
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1	Breaker: 2000 amp, 20 kA Interrupting Rating, 15 kV Vacuum Type Breaker, 125 Volt DC Operated, Including twelve (12), 2000:5, C400 current transformers (2 per bushing). See attached Specifications.	1.0	EACH	_____	_____	_____
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Unit Price for delivery by: April 15, 2016

\$ _____

Line Cost for delivery by: April 15, 2016

\$ _____

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 # 042-0117-001-000

2	Breaker: 2000 amp, 20 kA Interrupting Rating, 15 kV Vacuum Type Breaker, 125 Volt DC Operated, Including twelve (12), 2000:5, C400 current transformers (2 per bushing). See attached Specifications.	1.0	EACH	_____	_____	_____
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Unit Price for delivery by: April 15, 2016

\$ _____

Line Cost for delivery by: April 15, 2016

\$ _____

Unit Price for delivery by the bidder's optimum date.

\$ _____

Line Cost for delivery by the bidders optimum date.

\$ _____

Bidders optimum delivery date



REQUEST FOR QUOTE # 19116

LINE ITEM	DESCRIPTION	NUMBER OF UNITS	UNIT OF MEASURE	UNIT PRICE	LINE COST	LEAD TIME
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GRDA Item # 042-0117-002-000

NOTE: All prices must be quoted FOB: 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): _____

SHIP TO: Grand River Dam Authority
 TRANSMISSION & ENGINEERING HDQTRS
 635 HWY 69A
 PO Box 1128
 PRYOR OK 74362

COMPANY NAME: _____

SIGNATURE: _____

DATE OF QUOTE: _____

THIS IS NOT AN ORDER. We would be pleased to receive your quotation for furnishing the above. This form must be completed **in full** (including signature) and returned by the due date 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.

GENERAL REQUIREMENTS FOR
15 kV POWER CIRCUIT BREAKERS

I. QUANTITY AND SHIPMENT

- A. Furnish new power circuit breaker(s) as detailed on purchase requisition and as described elsewhere in this specification.
 - 1. The breaker shall be shipped to the destination shown on the requisition.
 - 2. Shipping schedule is to be such that the breaker(s) are at the job site by dates shown on requisition.
 - 3. Manufacturer to state his earliest shipping date when requested date cannot be met.
- B. Notify the GRDA Warehouse Superintendent 48 hours before delivery to GRDA Warehouse, Pryor, Oklahoma. Telephone number is (918) 825-0280 Ext 7750.
- C. Proposals shall be based on F.O.B. destination.

II. GENERAL

- A. The circuit breaker(s) covered by this specification shall be designed, manufactured, and tested in compliance with all the latest applicable approved ANSI, IEEE, ASTM, and NEMA standards. All materials and devices shall be in accordance with the applicable requirements of the Federal "Occupational Safety and Health Standards."
- B. The breakers shall be vacuum type with dead tank design and complete with multi-ratio current transformers.
- C. All exceptions to the requirements of this specification shall be clearly documented by the bidder in his proposal.
- D. At the direction of the Board of Directors of GRDA it is the Authority's intent to purchase all equipment on a "firm" price basis.
- E. These breakers will be used for three phase distribution line switching, 60 hertz, at an elevation of less than 1,000 feet.
- F. The bidder shall furnish with his proposal the dimensions, shipping weights, control power requirements, descriptive material, and drawings of the proposed equipment.

III. ELECTRICAL CHARACTERISTICS

- A. Each circuit breaker shall be rated as follows (Symmetrical basis). (Use the ratings for the particular voltage breaker class specified on the cover sheet.)

General Ratings

Nominal voltage	15,000
Maximum voltage	15,500
Voltage range factor	1.0
Continuous current, 60 hertz amp	2000

Insulation Level

Impulse withstand, crest, volts	110,000
Low frequency withstand, volts	50,000

Interrupting Ratings

Close and latch current, amp	52,000
3-second short time current amp	20,000
At maximum voltage amperes	20,000

Operation Requirements

Maximum Interrupting time, Hertz	5
Maximum Reclosing time, Hertz	18

- B. Other applicable ratings are to be per the current edition of ANSI Standard C37.07.

IV. PHYSICAL CHARACTERISTICS

- A. The breaker design shall be outdoor, three-phase, high speed, frame mounted, oil-less type and be a complete three-phase unit with interphase pipe and wiring.
- B. All workmanship shall be of the highest quality, both as to material and labor, that conforms to or exceeds these specifications.
- C. The breaker bushings shall be furnished with NEMA standard four-hole, aluminum or tin-plated bronze, pad-type terminal connectors.
- D. Metal surfaces shall be hot-dipped galvanized or constructed of aluminum or stainless steel. Painted carbon steel cabinetry and/or structures are also acceptable, but they are least preferred and equipment with that type finish will be evaluated lower than the other finishes. If any metal surfaces are painted, the color shall be ANSI-70 gray.
- E. Bushings shall be of porcelain or polymer construction and ANSI-70 gray color.
- F. Breaker mounting frame shall be constructed such that the bottoms of the bushings are a minimum of 8-6” above grade.
- G. Control cabinet
1. Aluminum or stainless steel construction. Steel with ANSI-70 paint can be accepted but will be evaluated at a lower rating if the bids are close.

2. Door(s) with full gaskets, preferably with a 3-point latch system, and stainless steel handle capable of being padlocked.
3. Any needed vents shall be screened and filtered.

V. OPERATING MECHANISMS AND AUXILIARIES

- A. Each circuit breaker shall be supplied with a pneumatic or spring-charged stored energy operating mechanism. Operating mechanism shall be mechanically and electrically “trip free” and anti-pumping.
- B. Trip and close voltage and spring charging motor shall be 125 volts DC.
- C. Auxiliary power of single phase 120/240 VAC shall be supplied by the purchaser.
- D. Each breaker shall have an Emergency Trip Button which is operable from outside the mechanism housing.
- E. Provide an auxiliary switch or switches having no fewer than 18 contacts for the owner's use and which may be converted for use as either type "a" or "b" contacts.
- F. Provide a mechanical operations counter.
- G. Provide local electrical trip and close switch(es) in the breaker control cabinet for manual operation of the breaker during maintenance.
- H. Provide a permissive control device interlock (69 device).

VI. ACCESSORIES

- A. Bushing current transformers shall be the multi-ratio type conforming to ANSI 57.13 with a maximum rating equal to the continuous current of the breaker being furnished. Current transformers shall have relaying accuracy of C400. All leads are to be brought out and terminated on permanently marked short-circuit type terminal blocks.
- B. A single control cabinet for the termination of ALL customer connections shall be supplied. Install wiring from each individual pole or current transformer to this cabinet.
- C. Provide one set of any special tools required for complete installation and maintenance of the breaker.
- D. Provide a 120 volt convenience outlet and light with switch inside the mechanism cabinet.
- E. Provide a space heater (or heaters) capable of keeping the cabinet temperature above 32° in an ambient of -20° F. All of the heaters shall be on thermostatic control(s).
- F. Provide two (2) NEMA standard two-hole ground pads on diagonally opposite legs.

- G. Provide a ground lug suitable for #2 copper within the control cabinet.
- H. The Manufacturer shall supply a list of recommended spare parts and the current price of each item.

VII. TESTS

- A. All standard tests prescribed in ANSI C37.09 (latest edition) applicable to the circuit breaker here specified shall be performed. Copies of all test results shall be sent to purchaser as outlined in Section VIII. Time and travel charts shall be made and the points at which "a", "b", "aa", "bb", main, arcing, and resistor switch contacts make and break shall be clearly identified. Test connection points for these tests shall be clearly defined.

VIII. DRAWINGS

- A. The drawings and instruction books shall conform to ANSI documentation and symbols and be otherwise Americanized. All documents shall be in English. Items to be provided, as a minimum, shall be as follows:
 - 1. For approval: Approval drawings are preferred to be received in AutoCAD format. If not available electronically in that format, the successful bidder shall furnish three (3) copies of the following drawings for approval.
 - a. Breaker outline with dimensions.
 - b. Nameplate.
 - c. Mechanism wiring and schematic diagrams.
 - d. Current transformer excitation curves.
 - 2. After approval: Drawings are preferred to be received in AutoCAD format. If not available electronically, the successful bidder shall furnish three copies of the drawings listed above and the following final drawings and information for all current transformers.
 - a. Excitation curves.
 - b. Ratio correction curves.
 - c. Phase angle curves.
 - d. Secondary resistance for each portion of the winding and the secondary lead resistance.
 - e. Thermal and mechanical short time rating and overload capability.
 - f. ANSI accuracy class.
 - 3. Instruction Books
 - a. Five (5) complete sets of instruction books per circuit breaker type with sets of prints of the final correct assembly drawings as may, in the opinion of the Authority be required for the assembly, maintenance, repair, and identification of parts for ordering replacements. The books shall contain instruction leaflets, spare part list, and schematic and wiring drawings of each of the devices furnished. ***If the bidder can provide the above information on a CD, then this item can be reduced to two (2) complete sets of printed copies and one (1) CD containing the same information.***

- b. One (1) instruction book (in addition to those above), shall be installed in the control cabinet of each breaker.
 - c. Instruction books in "a." (above) shall be furnished four (4) weeks prior to shipment.
- B. Tests reports: Five (5) copies of the results on all tests performed including AC dielectric test, impulse tests, bushing power factor tests, time-travel tests, etc., for each breaker, including all data on failures which occur during testing.
- C. Shipping and Handling Instructions: Three (3) copies of complete instructions detailing recommended procedures for breaker delivery acceptance inspection at jobsite, moisture free maintenance during storage, and preparation for and gas or oil filling of the breaker.
- D. Reproducibles: A CD containing the specified information is preferred by GRDA. The manufacturer may submit the data in AutoCAD Release 2012 (or earlier) computer compatible data files in lieu of the following:
 - 1. One (1) set of final reproducible drawings made from the originals of each mechanism wiring and schematic diagram including customer connection diagrams.
 - 2. The reproducibles shall be of a right-reading translucent for a minimum 0.003 thickness mylar base, wash-off type, photographic or equal, with sufficient tooth to take pencil or ink line.
 - 3. Reproducibles shall not exceed a maximum of 24" x 36". The final drawings shall show the information described under approval drawings.
 - 4. Reproducibles shall be furnished for each breaker specified.
 - 5. Reproducibles shall be furnished no later than the date of shipment.
- E. The Authority may not certify satisfactory delivery of the equipment specified in these specifications unless the above instruction books, complete with full spare parts information are supplied.
- F. Drawing Instructions: All drawings and instruction books as called for elsewhere in the specification shall be submitted no later than six weeks after award of purchase order, to the Grand River Dam Authority, Attention: Jeff Tullis, P.O. Box 1128, Pryor, Oklahoma 74362-1128

IX. CHANGES TO TERMS

Any changes made by the equipment vendor to these terms of contract must reference the terms changed by section number and quote the text which is to be changed. Any term not referenced by the vendor by section number and quoted text may, at GRDA's option, be deemed to be unchanged. Any implicit contract term must be stated explicitly before being changed, or at GRDA's option, the implicit contract term may be enforced.

X. SERVICE

The breaker manufacturer shall maintain a complete service organization in the continental United States. This shall include both service personnel and complete spare parts.

XI. WARRANTY

Any equipment or part there of, that shall develop defects not disclosed prior to acceptance by the Authority, within eighteen (18) months after the equipment is delivered or within one (1) year after date of installation, whichever occurs first, shall be promptly replaced by the vendor free of charge to the Authority.

XII. DEFECTIVE EQUIPMENT

In the event the equipment or part of the equipment covered by this specification is defective, the Authority shall notify the supplier in writing. If ten days after such notification the supplier neglects to make the necessary corrections or furnish satisfactory reasons for this delay, the Authority is hereby authorized to make the corrections itself or to order the work to be done by a third party and the cost of the repairs or corrections shall be paid by the supplier.

XIII. SUBMITTALS

Bidder shall include a sales brochure containing technical information and description of the breaker being quoted.

XIV. ACCEPTABLE VCB MANUFACTURERS/TYPES

Square D Type FVR
ABB Type R



GRAND RIVER DAM AUTHORITY

NON-COLLUSION CERTIFICATE

RFQ / RFP # _____

A Non-Collusion Certificate shall be included with any competitive bid or contract submitted to the Authority for goods or services exceeding \$5,000.00 (but not exceeding \$50,000.00), with the exception of those for the purpose of repairs and improvements to GRDA facilities.

A. For purposes of competitive bid or contract, I certify:

1. I am the duly authorized agent of _____, (Company Name)
the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder, nor contractor, nor anyone subject to the bidder's or contractor's direction or control, has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor, whether competitively bid or not, has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

B. The contractor further certifies that no person who has been involved in any manner in the development of said contract while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under said contract.

C. If any contract pursuant to this bid is for professional services as defined in 74 O.S. § 85.2.25, and if the final product is a written proposal, report or study, the contractor further certifies that (s)he has not previously provided the state agency or any other state agency with a final product that is a substantial duplication of the final product of the proposed contract.

Authorized Signature

Certified this Date

Printed Name

Title

Telephone Number

Fax Number

E-Mail

**Grand River Dam Authority is an agency of the State of Oklahoma.
Administrative Headquarters • 226 West Dwain Willis Avenue • Vinita, Oklahoma 74301 • 918-256-5545**

GENERAL BIDDING INSTRUCTIONS FOR STANDARD & EMERGENCY BIDS

1. Bids shall be submitted to the designated purchasing agent at the Grand River Dam Authority (hereinafter referred to as "GRDA" or "the Authority") at the address on the attached RFQ or RFP form on or before the date (and time, if applicable) indicated. Bids shall be in conformity with these and any additional instructions to bidders and shall be submitted on GRDA's form. **The RFQ (Request for Quote) or RFP (Request for Proposal) form must be completed in full and signed by the bidder.** If your bid response necessitates additional space, you may attach additional pages; however, the RFQ or RFP form must be completed, signed and reference the additional pages. All bid responses shall be typewritten or handwritten in ink, and any corrections to bids shall be initialed in ink. Quotations or proposals submitted in pencil shall not be accepted.
2. Quotations or proposals may be submitted to GRDA via postal mail, delivery service, fax or e-mail, provided all required signatures can be transmitted successfully.
3. **Non-Collusion Certificate:** RFQs or RFPs anticipated to exceed a total amount of \$5,000 shall be accompanied by a Non-Collusion Certificate. This certificate shall be completed by the bidder and include a signature in ink of an authorized company representative (preferably the bidder) with full knowledge and acceptance of the bid proposal. In the case of bids submitted via fax or e-mail, the Non-Collusion Certificate may be submitted with the bid. 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 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 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 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 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 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.

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.
12. AUDIT RIGHTS. Contractor will, at all times 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.

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

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