



REQUEST FOR QUOTE # 17096

RFQ # 17096
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Quotation Due By: 05/16/2014
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
PHONE: 918-256-0638
FAX: 918-256-1051
EMAIL: sprince@grda.com

NAME: _____
CONTACT: _____
ADDRESS 1: _____
ADDRESS 2: _____
CITY: _____ STATE: _____ ZIP: _____
EMAIL: _____
PHONE: _____ FAX: _____

NOTE: 1.This is a standard bid. Please scan and email your quote to sprince@grda.com - The bid opening date for this RFQ is May 16, 2014 at 9:00 a.m. Central Time.

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

3.This RFQ form must be signed by an authorized representative of your company in the space provided in the lower right hand corner of this form. Please list or stamp your company name in the upper left portion of the form under Quotation Dept.

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.

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

6.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	Truck Service Body The Service Body, or approved equal, shall meet or exceed the following specification. Along with the bid, a line drawing shall be provided that shows the two side, top and rear views of the unit along with	1.0		_____	_____	_____
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LINE ITEM	DESCRIPTION	NUMBER OF UNITS	UNIT OF MEASURE	UNIT PRICE	LINE COST	LEAD TIME
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clearly detailed accessories that are to be provided.

BED CONSTRUCTION 1-TON BODY:

The bed frame shall be constructed of 10 tall formed angles with 2 tall self-locating cross-members and structural tubing. Height of substructure not to exceed 10. Cross Members shall be on a maximum of 12 centers. The bed floor shall be a minimum of 1/8 thick steel deck plate.

A 10" tall swing-down tailgate shall be provided at the rear of the bed with heavy-duty chains to hold the gate horizontal to the bed floor. A removable link will be provided on each side to allow the gate to be folded down

There shall be two grab handles on the rear of the body for center deck, 3-point access. One shall be mounted on the back of the rear compartment, and one shall be mounted on the rear face of the tail gate.

There shall be a recessed fuel fill cut into the street side rail above the rear wheels for fuel filling.

Four (4) flush mount tie downs shall be located in the center deck. The recessed rings shall rotate a full 360 degrees for best tensioning position and have a minimum rating of 5000 lbs pulling capacity each. Recesses shall be provided with drain holes.

1-TON BODY: GALVANNEALED STORAGE COMPARTMENTS

The entire compartment shell including top, backs, bottoms, sides and fronts along with any sheet metal shall be constructed with a combination of 12-gauge and 14-gauge galvanized A60 steel. The floors of the vertical compartments shall have two (2) formed reinforcements fabricated directly from side to side for the entire width of the floor.

Door openings will be equipped with metal backed automotive door seals (stick-on weather stripping is not acceptable). Doors will be constructed from single piece 3/16 Aluminum. Doors shall be equipped with stainless steel hinges and studded bolt-on D-ring three-point keyed alike latches. All doors are to be installed in a formed-recessed door opening for protection (flush mount doors are not acceptable). All doors shall be equipped with gas shock door holders to secure the doors in both the fully open and fully closed positions. There shall be an aluminum drip rail above all compartment doors. Compartment floors will be equipped with removable drain plugs.

LINE ITEM	DESCRIPTION	NUMBER OF UNITS	UNIT OF MEASURE	UNIT PRICE	LINE COST	LEAD TIME
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Street side #1 compartment (35W x 60T x 23D):
 Shall be equipped with the following:
 Two infinitely adjustable shelves
 One interior L.E.D. 12 volt strip light

Street side #2 compartment (44W x 31T x 23D):
 Shall be equipped with the following:
 One infinitely adjustable shelf
 One interior L.E.D. 12 volt strip light

Street side rear compartment (30W x 52T x 23D):
 Shall be equipped with the following:
 Two infinitely adjustable shelves
 One interior L.E.D. 12 volt strip light

Curb side #1 compartment (36"W x 52T x 23D):
 Shall be equipped with the following:
 One fixed shelf
 Drawer Set: 29"W x 18"D, with (1) 6", (1) 5",
 and (5) 4" tall drawers
 One interior L.E.D. 12 volt strip light

Curb side #2 compartment (44W x 31T x 23D): Shall
 be equipped with the following:
 One infinitely adjustable shelf
 One interior L.E.D. 12 volt strip light

Curb side rear compartment (30W x 52T x 23D):
 Shall be equipped with the following:
 Two infinitely adjustable shelves
 One interior L.E.D. 12 volt strip light

Roll-Out Tool Drawer Sets: Aluminum rollout drawers
 to have a 300 lb. mobile capacity and 500 lb. static
 capacity for each drawer. Each drawer shall have
 permanent front to back divider & removable side-to-
 side dividers. Each drawer shall have a single action
 latch assembly with locking mechanisms on both
 ends. All drawer edges shall be hemmed and
 constructed of .090 inch thick, 3003-H14 grade
 aluminum.

Pressurized Storage System: Compartments shall
 incorporate an electrical 12 volt pressurized storage
 system, which provides air pressure in compartments
 to prevent water & dust from entering
 compartments. System is designed to be activated
 with main power switched off, and chassis ignition
 on. There shall be a replaceable automotive filter and
 fan with guard installed on both compartment sides.

ADDITIONAL SERVICE BODY ITEMS:

LINE ITEM	DESCRIPTION	NUMBER OF UNITS	UNIT OF MEASURE	UNIT PRICE	LINE COST	LEAD TIME
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Slide-Top, Telescopic: The center deck shall have a 3-section aluminum sliding cover that covers the center deck from the front bulkhead back to the tail gate at the rear of the center deck. The slide-top shall have a bi-fold door at the rear with a latch. The slide-top shall slide forward and hinge up to approximately 60 degrees using two gas springs to hold it in the raised position.

Master Compartment Locking: Each side pack will have the capability to lock all compartments with a single locking mechanism located at the rear of the compartment. This locking mechanism shall be individually lockable with a padlock that is protected from tampering

ELECTRICAL COMPONENTS

The body shall be wired and lighted to meet I.C.C. regulations. All wiring shall be enclosed in protective looming. The rear tail, turn and back-up lights shall be L.E.D. rubber mounted recessed lights installed on each outside rear corners of the workbench bumper. The marker lights shall be rubber mounted recess type.

Exterior Lighting: There shall be a total of (2) two 12 volt, LED exterior floodlights - one mounted permanently on top of the rear SS compartment and another remote light on a magnetic base with 25 of cord. Receptacles for the remote light shall be located at the rear SS and CS.

Interior Lighting: There will be 12 volt L.E.D. strip lights mounted vertically along the side of the compartment. The interior lights are to be wired to a main power switch located in the chassis cab. Lights are to be capable of 180 degree light output, and shall be rated for a minimum of 50,000 hours of life. The compartment section lists lighting assignments

REAR STEP BUMPER

12" Deep full body width step bumper w/ 2" square frame hitch receiver rated at Class IV (1,500 lb vert & 10,000 lb MGTW) & 7-prong trailer plug
 Shall include safety chain loops on each side (A stamped tag will be permanently attached to the bump listing hitch rating. A seven (7) prong trailer plug receptacle will be provided.

Vise / Grinder Mounting Plate: There shall be a removable vise mount plate located on the CS corner of the rear bumper.

Pintle Hitch Reinforcement Package: The rear of the service unit shall have a heavy duty reinforced pintle hitch assembly attached directly to the chassis

LINE ITEM	DESCRIPTION	NUMBER OF UNITS	UNIT OF MEASURE	UNIT PRICE	LINE COST	LEAD TIME
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frame. The hitch shall be capable of 16,000 lbs tow weight, and 3,000 lbs tongue weight. The hitch assembly shall include a class IV receiver at the lower portion, and a set of mounting holes for attaching a pintle hook. Pintle hitch shall be a combination type with a 2" trailer ball.

CLEANING, PAINTING AND PROTECTIVE SPRAY COVERING:

Protective UnderCoating:

The bottoms of compartments, subframe and entire understructure of the body Shall be sprayed with a PPG Corasheid product to a thickness of 60-120 mil dry.

Paint / Primer / Prep:

The unit shall be chemically cleaned with 1105 degreaser, and warm water rinsed. The unit shall be primed with PPG 4940 / 4941 self etching primer, then primed with a PRU 8632 urethane primer to 1.0 - 1.5 dry mils. The topcoat shall be Delta DFHS with 2.0 -2.5 dry mils. Color shall be Oxford White to match cab as close as possible.

Protective Spray Coating:

Locations: The center deck floor, side walls and front bulkhead along with the compartment tops and lower fronts, tail gate and rear bumper. Shall be sprayed with a polyurethane liner and / or a soy based polyurea liner that permanently seals out rust and corrosion. Spray coatings to be applied onto a pre-painted / primed surface only, not a bare surface.(No exceptions).

TECHNICAL MANUALS:

One (1) complete set of shop manuals to cover all aspects of repair, including drivability, wiring diagram and diagnostic procedures.

Service Body to be installed on customer-provided 2014 or newer Ford F-550 cab & chassis 4x4 with a 60 inch CA (cab-to-axle length).

No dealer advertisements shall be affixed to the vehicle.

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

PAYMENT TERMS: _____

QUOTE EXPIRATION DATE: _____



REQUEST FOR QUOTE # 17096

for each line item.

QUOTATION NUMBER: _____

QUOTED BY (please print): _____

SHIP TO: Grand River Dam Authority
As noted below
null null null

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.



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.

GENERAL TERMS AND CONDITIONS



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