

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: 17299

Bid Opening Time & Date: 07/25/2014 9:00 AM CT

Description: Fuel Dispensing System for Lake Hudson Patrol Dock

Contracting & Acquisitions Agent: Sammie Prince

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

**PURCHASING UNIT
SEALED BID # 17299
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.



RFQ # 17299
LP

Quotation Due By: 07/25/2014
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 sealed bid. Please scan and email your quote to sprince@grda.com - The bid opening date for this RFQ is July 25, 2014 at 9:00 a.m. Central Time. All questions regarding this bid must be in writing and emailed to sprince@grda.com by cut-off date of July 16, 2014 at 9:00 a.m. Central Time.
- 2.The outside envelope for each bid must be marked as Sealed Bid #17299. See instructions on the Sealed Bid cover sheet. List the sealed bid #, closing date and time, and Attention: S Prince Central Purchasing all in the lower left corner of your 9x12 manila envelope, including on the outside of your Fed-Ex or UPS Mailer Envelope.
- 3.A completed non-collusion affidavit is required and must be submitted with your bid.
- 4.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.
- 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.This RFQ is for sole brand or no sub items and only the brand name, model, and part number(s) will be accepted for any items listed below that include the designation sole brand or no sub.
- 7.A mandatory pre-bid conference and site visit will be held at 9:00 a.m. Central Time on July 14, 2014 at GRDA's Lake Hudson site.
8. Bid Bond: Any Bid submitted must be accompanied by a certified check or cashiers check of the Bidder, or a bid bond duly executed by the Bidder as principal and having as surety thereon a surety company authorized and registered to do business in Oklahoma and the surety company must also be listed in Federal Circular 570. The Federal Circular may be found at http://www.fms.treas.gov/C570/c570_a-z.html. The bid bond shall be in the amount equal to five percent (5%) of the total Bid including alternates which shall be deposited with GRDA as a guarantee. Such checks or bid bonds will be returned to all except the three lowest Bidders within three (3) days after the opening of Bids and the remaining checks, or bid bonds will be returned promptly after GRDA and the accepted Bidder have executed the Contract, or if no award has been made within sixty (60) days after the date of the opening of Bids, upon demand of the Bidder at any time thereafter so long as they have not been notified of the acceptance of his Bid.
9. Contract Bonds: The selected Bidder shall be required to provide performance, defect, and payment bonds, or an irrevocable letter of credit, with terms approved by GRDA. Such bonds shall have surety thereon a surety company authorized and registered to do business in Oklahoma and must also be listed in Federal Circular 570. In the event Bidder proposes to use an irrevocable letter of credit, the enclosed form shall be the basis for the letter of credit. Vendor to include costs associated with the bonds to be provided in the bid proposal.
- 10.Invoice Affidavit Certification for Payment (GRDA/CAP-Form 001) must be completed and accompany invoice(s) before GRDA can pay vendor.

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

11. 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	Fuel Dispensing System for Lake Hudson Patrol Dock GRDA Lake Patrol Boat Refueling System	1.0		_____	_____	_____
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Bidder to quote to meet the following specifications:

A. Furnish and install one 500-gallon fuel vault tank.

B: Equipment necessary to make the system operational is to be included and installed as follows:

One (1) single product dispensers and pumps with pulsers and filters

One (1) self-retracting hose reels with hose (length to be determined by vendor) and auto shut-off nozzles

Tank fuel level indication and alarms

Overfill prevention

Spill containment

Leak detection

Interstitial monitoring

Safety valves and vents

Necessary piping and fittings

Petrovend System II, 2-hose key fueling system (No Sub) (Must be compatible with owner's current system: Petrovend System II, Serial #0513574)
The number of keys required is yet to be determined (approximately 18-20).

Successful vendor to install fuel island terminal and fuel site controller.

Successful vendor to provide and pull any wire required to interface dispenser to control unit and tie in wires.

Installation will be made, and will result, in compliance with all applicable federal, state and local AST regulations utilized by marinas.

LINE ITEM	DESCRIPTION	NUMBER OF UNITS	UNIT OF MEASURE	UNIT PRICE	LINE COST	LEAD TIME
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Quotations must include:

- 1) A complete list of equipment required to install the AST system as bid
 - 2) Drawings of the proposed tank and system (Drawings of the system selected for installation will be submitted to the Oklahoma Corporation Commission by GRDA and must meet OCC approval before the bid will be awarded)
- GRDA to provide electrical power connections to the system, communication to the fuel site controller from PC concrete pad, protective barriers and site work.

Prospective bidders are required to make a site visit before submitting a bid proposal. A site visit will be held on July 14, 2014 at 9:00 a.m. Central Time. Bid proposals will not be considered from any bidder failing to make the required site visit.

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
GRDA Police Department
13467 E Highway 28
LANGLEY OK 74350

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.

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 Seal:

Notary Public Signature

My commission expires: _____

My commission number: _____

MINIMUM INSURANCE REQUIREMENTS

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury	\$100,000.00 per person \$300,000.00 per occurrence
Property Damage	\$100,000.00 per occurrence

COMPREHENSIVE AUTOMOBILE LIABILITY

Should include owned, non-owned and hired autos, trucks and trailers

Same limits as General Liability

WORKERS' COMPENSATION

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

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

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

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





Invoice Affidavit Certification for Payment

(For Projects under the Statutory Amount or Minor Project without a Design Consultant)

Progress Payment

Date of Progress Invoice: _____

Final Payment

Date of Final Invoice: _____

STATE OF OKLAHOMA)
) ss Project Name: _____
COUNTY OF _____) Project No.: _____

CONTRACTOR OR SUPPLIER – COMPLETE THIS SECTION (Choose Appropriate Option)

Option 1: Contract Award is Less than \$50,000 and Affidavit Provided in lieu of Statutory Bonds

Affidavit: The undersigned Contractor or Supplier hereby affirms under oath that to the best of my knowledge, information and belief, the Work or Materials covered by this Invoice for Payment has been completed or materials delivered in accordance with the Contract Documents, that all amounts have been paid by the Contractor or Supplier for Work or Materials for which previous Invoices for Payment, if any, were issued and payments received from GRDA, and that current payment shown herein is now due. In accordance with 61O.S., § 1.(C), the Contractor acknowledges that the execution of this affidavit with knowledge that any of the contents of the affidavit are false, upon conviction, shall constitute perjury, punishable as provided for by law.

Option 2: Contract Award is Greater than \$50,000 and Statutory Bonds have been provided

Certification: The undersigned Contractor or Supplier hereby certifies that to the best of my knowledge, information and belief, the Work or Materials covered by this Invoice for Payment has been completed or materials delivered in accordance with the Contract Documents, that all amounts have been paid by the Contractor or Supplier for Work or Materials for which previous Invoices for Payment, if any, were issued and payments received from GRDA, and that current payment shown herein is now due.

Firm Name

Printed Name and Title

Signature

(NOTARIZE ONLY IF OPTION 1 ABOVE IS CHECKED)

Subscribed and sworn to before me this _____ day of _____, _____
by _____

Notary Public

My Commission Expires _____

CERTIFICATION OF SUPERVISORY OFFICIAL (GRDA's Representative)

In accordance with the Contract Documents, based on on-site observations and the data comprising the Invoice for Payment, the Supervisory Official certifies to GRDA that to the best of the Supervisory Official's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified. Attach Copy of Approved Invoice.

Signature

Title

Printed Name

Date

GENERAL BIDDING INSTRUCTIONS FOR SEALED BIDS



GRAND RIVER DAM AUTHORITY

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.
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 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 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