



REQUEST FOR QUOTE # 20616

RFQ # 20616

Quotation Due By: 05/27/2016
Bid Due Time: 11:00:00 AM

REPLY TO:

Jeremy A. Conn
PURCHASING DEPARTMENT
Grand River Dam Authority
9933 E 16th Street
TULSA OK 74128
PHONE: 918-610-9744
FAX: 918-610-9891
EMAIL: jeremy.conn@grda.com

VENDOR INFO: _____ VENDOR #: 99999.00
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 jeremy.conn@grda.com. The bid opening date for this RFQ is May 27, 2016 at 11:00 am.

- 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. GRDA will take into consideration past performance and ability to meet delivery deadlines in the evaluation.
- 6. Contractor shall submit to the Designated GRDA Representative an invoice requesting payment associated with the completion of the task as indicated in Contractors Bid Proposal. As applicable, the invoice shall itemize the following information:
 - 1. Quantity and type of material with unit cost
 - 2. Labor rate with position title and hours worked
 - 3. Material markup percentage
 - 4. Equipment rate with hours utilized
 - 5. Other miscellaneous expenses (e.g. hotel, meals, mileage, airfare, etc.)

The Contractor shall provide sufficient documentation with each invoice to demonstrate the task has been achieved and supports the amounts requested.

7. Mandatory site visit required if not previously visited. Site visit will be held at 9:00 am CT at the service location: 9933 E 16th Street, Tulsa, Ok 74128

BLANKET AGREEMENT PERIOD

The blanket agreement is for a 12 month period, commencing May 27, 2016 or date of award, whichever is later and ending that same day of the following year. The blanket agreement may be renewed at the same terms and conditions for up to three (3) one-year option periods unless canceled by either party.

BLANKET AGREEMENT TYPE AND PRICING

This is a firm, fixed price or fixed percent discount, indefinite delivery and indefinite quantity blanket agreement. The GRDA may, or may not, buy the quantity mentioned in this blanket agreement. Any reference to quantity provided in the blanket agreement is an estimate only, and shall not serve to obligate the GRDA to purchase any minimum quantity, nor shall any such reference serve to establish any maximum quantity that the vendor is required to furnish. The vendor must clear all shipments, if applicable, with the GRDA prior to shipping any portion of this blanket agreement. Pricing as submitted shall contain all direct and indirect costs associated with unit price, e.g., insurance, fees, taxes, profit, overhead, general and administrative expenses.

All travel expenses to be incurred by the vendor in performance of the blanket agreement shall be included in the total bid price / agreement amount.

CANCELLATION

The Authority may terminate the contract for default or any other just cause upon a 30 day written notification to the contractor.

***** 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	ETC - Custodial Service	1.0	\$	_____	_____	_____
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All cleaning supplies and paper products needs to be included in pricing, not separate. As last phase is completed there will be need for one time construction clean-up of that area, please price separate as one time cost.

Phase I - 1st floor and 2nd floor current finished area per month \$_____

Phase II - Construction clean-up (2nd floor southwest corner) Approx. sq footage 5000 \$_____

Phase III -1st floor complete and 2nd floor finished area after construction completed.\$_____

Day Porter \$_____ per hour

All vendor employees will need pre-approved background checks conducted by GRDAs Department of Homeland Security. Vendor must notify termination of employment within 12 hours, so access can be terminated. In the event of a new hire by vendor, that said employee must have a background check before providing cleaning services to GRDA.

Cleaning Specifications

LINE ITEM	DESCRIPTION	NUMBER OF UNITS	UNIT OF MEASURE	UNIT PRICE	LINE COST	LEAD TIME
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A. Building Service Areas

1. Keep waste paper, cardboard and rubbish, etc., stored in approved receptacles or assigned rooms. Clean floors, walls and doors, etc., as necessary. Cardboard to be flattened and stacked before storing in recycle area. Collect all recyclables and store in assigned room. Remove and replace shredder bags, put shredded paper in assigned recycle area.

2. Dust all pipes, ducts, ventilating grilles, air conditioning machines and other accessible equipment quarterly.

3. Clean all janitor closets at the end of each shift. Clean, rinse and disinfect mop heads nightly. Empty and rinse mop buckets nightly.

4. Vacuum cleaners are to be wiped down, cords and plugs to be cleaned and repaired as needed. Brushes and belts should be inspected and replaced as needed. All janitorial equipment will be subject to inspection by property manager at any time.

B. Building Exterior and Entrances Daily Services: (5 days per week)

1. Police and/or sweep sidewalks adjacent to the building entrance(s).
2. Wash door glass and door frames.
3. Wipe down horizontal entrance ledges.
4. Remove gum and other adhesive material.
5. Wet mop or flush clean to maintain exterior entrance in a clean condition.
6. Clean and polish all metal finished entrances to building.

C. Entrance Lobbies/Building Corridors

Daily Services: (5 days per week)

1. Police and spot clean all soil marks from vinyl and painted surfaces, including all doors within the height of 8 feet providing removal does not spoil the existing appearance.
2. Vacuum carpets completely.
3. Spot clean glass on both sides in all entrance and lobby area doors.
4. Dust all fixtures, railings, ledges, sills within the reach of 8 feet.
5. Spot clean walls and doors.
6. Dust all director signs.
7. Wash, clean and polish water fountains.
8. Clean entrance mats as necessary.

LINE ITEM	DESCRIPTION	NUMBER OF UNITS	UNIT OF MEASURE	UNIT PRICE	LINE COST	LEAD TIME
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- 9. Clean and polish all metal at entrances and other areas of building lobby.
- 10. Empty all wastebaskets and containers.
- 11. Vacuum ceiling tiles adjacent to ceiling vents as needed.
- 12. Clean ceiling vents as needed.
- 13. Police any planter areas for trash and debris.
- 14. Spot clean carpet for noted spoilage.

Weekly Services: (1 day per week)

- 1. Spot clean carpet in heavy traffic areas.
- 2. Hand brush or vacuum all carpet edges, baseboards, and other inaccessible areas.
- 3. Dust and spot clean interior signage.
- 4. Dust out Fire Extinguisher.

Monthly Services: (once per month)

- 1. Completely mop landing and steps in stairwell.
- 2. Wipe down handrails, piping and tops of lights.
- 3. Spot clean carpet all building.
- 4. Pour proper chemicals down P-traps.

D. Elevators and Escalators

- 1. Vacuum and spot clean carpeting in elevators daily.
- 2. Clean elevator doors, frames, walls, saddles, and tracks daily.
- 3. Vacuum tracks and wipe escalators clean daily.
- 4. Spot shampoo carpeting as necessary.
- 5. Clean and polish all metal daily.
- 6. Clean ceilings and ceiling grilles, if any, of elevators quarterly.
- 7. Clean light fixtures as needed.
- 8. Please note special care is needed in the maintenance of any stainless steel in and around the elevator doors and return panels.

E. Stairways

- 1. Remove debris and spot clean daily.
- 2. Sweep completely and dust as needed twice per week.
- 3. Mop stairs completely quarterly or as needed.
- 4. Clean light fixtures semi-annually or as needed.

F. Restrooms -

Daily Service:

- 1. Wash and disinfect contact areas on wash basins, chrome fittings, urinals, both sides of toilet seats, and toilets using nonabrasive cleaners to remove stains and disinfect.
- 2. Clean mirrors and frames.

LINE ITEM	DESCRIPTION	NUMBER OF UNITS	UNIT OF MEASURE	UNIT PRICE	LINE COST	LEAD TIME
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- 3. Wet mop floors with germicidal disinfectant cleaner.
- 4. Wash partitions and ceramic tile walls.
- 5. Dust ledges and partitions, and light fixtures.
- 6. Report to building office any fixture not working properly.
- 7. Damp clean walls, partitions, ledges, sills and counters.
- 8. Refill all dispensers towels, toilet tissue, hand soap, if empty.
- 9. Gather all waste and dispose.
- 10. Damp wipe; wash with disinfectant when necessary partitions, tile walls and outside surfaces of all dispensers, including soap dishes and receptacles .
- 11. Empty and sanitize receptacles and sanitary disposals.
- 12. If any, vacuum ceiling tiles adjacent to ceiling vents as needed.

Bi-Monthly Services:

- 1. Scrub non-contact areas on fixtures using a disinfectant cleaner to remove stains.
- 2. Hand scrub edges of floors/baseboards to remove all dirt buildup.
- 3. Perform high dusting, including walls.

G. Office Area

Daily Services: (5 days per week)

- 1. Empty all wastebaskets and containers, supply plastic liners where needed.
- 2. Police and vacuum all carpeted area traffic lanes with upright vacuum.
- 3. Carpet cleaning done as request, upon authorization of building management.
- 4. Dust desks, desk legs, chairs, chair legs and all other office furniture.
- 5. Spot mop all hard surface areas removing stains and spillage as required.
- 6. Dust desk accessories and computer monitors.
- 7. Spot clean doors, door frames, desk tops and counter tops.
- 8. Spot clean around wall switches.
- 9. Spot clean partition door glass.
- 10. Clean and polish drinking fountains.
- 11. Dust all ledges and flat surfaces within reach to maintain them dust free.
- 12. Sweep all uncarpeted flooring in traffic lanes using chemically treated dust mops.
- 13. Collect all small quantities of marked trash, place in plastic trash bags, if applicable, and remove to building trash bins
- 14. All lights to be extinguished and doors locked after completion of cleaning.

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Weekly Services:

1. Perform low dusting not done daily.
2. Dust TVs, coat rack and shelves.
3. Completely vacuum all open carpeted areas.
4. Dust all baseboards.
5. Dust all door louvers and other ventilation louvers within reach.
6. Sweep all accessible carpeted flooring using chemically treated dust mops to prevent dust dispersion.
7. Spot clean glass doors, partitions and mirrors in all office areas.
8. Spot clean all noted finger marks, splashes, smudges, and similar marks from all vinyl and painted surfaces including all doors within the height of 8 feet, providing removal does not spoil the existing appearance.
9. Feather dust all open horizontal furniture surfaces. Dusting will not be done if moving of paper work or items on furniture is involved.

Monthly Services:

1. Perform high dusting (i.e. door sash, tips of partitions).
2. Dust all picture frames, charts and similar hangings not dusted in daily or weekly cleaning.
3. Dust or vacuum all wood panels and air vents and ceiling tiles adjacent to air vents.
4. Dust/clean all blinds.
5. Vacuum upholstered furniture.
6. Brush or port-a-vac all carpet edges or other areas inaccessible to upright vacuuming or dust mopping.
7. Dust vertical wall surfaces and spot clean as needed.

H. Break Room areas

Daily Services:

1. Start Dishwasher at beginning of shift.
2. Empty Dishwasher and reload with any dirty dishes
3. Wipe down all counter top surfaces, appliance surfaces, and backsplash areas.
4. Clean and disinfect sink.
5. Restock with paper towels and dinner napkins.
6. Wipe down and spot clean appliances.
7. Sweep and spot mop floors.

Weekly Services (Friday)

1. Clean out refrigerator every Friday of all left overs.
2. Wipe down inside of refrigerator.
3. Wet mop floors with disinfecting water.
4. Clean backsplash with disinfecting cleaner.



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- 5. Remove all items from refrigerator and disinfect.
- 6. Disinfect inside and outside of all appliances.

- I. Day Porter Services as needed:
- 1. Set up and tear down for large and small corporate meetings, events and conferences. Including but not limited to ,making coffee, setting up beverage tables and meal tables.
 - 2. Responsible for receiving and setting up food delivered for event, meeting or conference.
 - 3. Responsible for cleaning during and after event, meeting or conference, all rooms associated with event, meeting or conference to include but not limited to dishes, trash, tables, chairs, floors, etc.
 - 4. Must be available to work a flexible schedule Monday through Friday.

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): _____

COMPANY NAME: _____

SIGNATURE: _____

DATE OF QUOTE: _____

SHIP TO: Grand River Dam Authority
 GRDA Engineering and Technology Center
 9933 E 16th Street
 TULSA OK 74128

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.

INSURANCE REQUIREMENT "B"



MINIMUM INSURANCE REQUIREMENTS

COMPREHENSIVE GENERAL LIABILITY

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

COMPREHENSIVE AUTOMOBILE LIABILITY

Should include owned, non-owned and hired autos

Same limits as General Liability

WORKERS' COMPENSATION

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

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

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

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





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 purchase order (PO) issued by the Grand River Dam Authority (GRDA) is expressly conditioned upon Seller's assent to these terms and conditions. Any order issued or filled by Seller shall be deemed to constitute Seller's assent to these terms and conditions. GRDA must give its express written consent to all additional terms submitted by Seller and all modified terms proposed by Seller.

1. Email, mail, or deliver all invoices or correspondence pertaining to the payment of this PO/Contract to: Accounts Payable Department at ap@grda.com or Grand River Dam Authority, P.O. Box 409, 226 West Dwain Willis Avenue, Vinita, Oklahoma 74301. Seller shall provide an invoice which is in accordance with the terms of the appropriate PO/Contract and applicable state or federal statutes, including but not limited to such documentation as may be required to demonstrate that the task has been achieved. Seller shall submit invoices accompanied by complete supporting documentation for shipping costs. If shipment is not made by routing instructions as specified on the face of this PO/Contract, GRDA has the right to deduct any excess transportation charges resulting therefrom. Copy of original freight bill must be supplied for payment if freight charge is in excess of \$100.00. Time, in connection with any discount offered, will be computed from date of delivery of items or services, or from date the correct invoice is received at GRDA Headquarters in Vinita, Oklahoma, whichever period of time is the later date. No Oklahoma State Sales or Use Tax shall be paid by GRDA.
2. GRDA has the right to inspect articles, materials, and supplies before and during manufacture and upon arrival at destination and to return for full credit and/or refund, at Seller's sole risk and expense, including all transportation and storage charges, all items found defective or furnished contrary to instructions and/or specifications contained herein.
3. In case of default by Seller, GRDA may procure the items or services from other sources. Seller agrees to be responsible for any excess cost occasioned thereby; provided, that if necessity requires the use of items not conforming to specifications, they may be accepted, and payment made at a proper reduction in price. Notwithstanding anything herein to the contrary, GRDA reserves the right to terminate this PO/Contract for its convenience. In the event of such termination, GRDA shall pay and Seller shall accept the reasonable value of all work performed and items delivered by Seller up through the effective date of such termination.
4. Seller represents and warrants that all items and/or services furnished under this PO/Contract will (a) conform to the specifications, drawings, samples or other description furnished by GRDA, or any revisions thereof; (b) be merchantable of good material and free from defect in workmanship, material, and design; (c) be fit and sufficient for the purpose intended; (d) satisfy any performance guarantee requirements as specified herein by GRDA; (e) be free and clear of all liens, security interests or other encumbrances; (f) not infringe or misappropriate any third party's patent, copyright, trademark, or intellectual property rights. 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 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 warranty and guarantee of the items purchased hereunder extended to Seller shall extend to GRDA. These warranties are cumulative and in addition to all other warranties provided by law.
5. Seller shall indemnify, defend, and hold harmless GRDA and its officers, directors, employees, and agents, from and against all liabilities, judgments, damages, claims, suits, injuries, losses, and expenses, including attorney fees, arising out of or resulting in any way from: (a) any act or omission of Seller or Seller's officers, directors, employees, subcontractors, and agents; (b) all liens or claims in any way related to the items or services furnished by Seller; (c) all patent, trademark or copyright infringement or alleged infringement, except where strict compliance with the specifications prescribed by GRDA is the sole basis of the infringement or alleged infringement; (d) defects in the items or services furnished by Seller; or (e) Seller's failure to comply with any of these General Terms and Conditions. This indemnity obligation shall be in addition to the warranty obligations of Seller.
6. When doing work or providing services on GRDA property seller shall, before any items are shipped and/or any services are commenced, provide GRDA with certificates evidencing that the following minimum insurance will remain in force until Seller's obligations are completed: (a) Workers' Compensation Insurance, including Employer's Liability Insurance, in accordance with the laws of the state in which Seller may be required to pay compensation; (b) Commercial General Liability Insurance with limits no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate, unless otherwise specified within the solicitation documents; and (c) if Seller will use or provide for the use of motor vehicles in furnishing items and/or services under this PO/Contract, automobile insurance covering all liabilities for personal injury and property damage arising from the use of such vehicles, with a limit of no less than \$1,000,000.
7. Seller shall not assign or subcontract any of its rights or obligations under this PO/Contract without GRDA's prior written consent. No assignment shall relieve Seller of its obligations hereunder.
8. Service Contracts: By submitting a bid for services, the Bidder certifies that it, and any proposed Subcontractors, are in compliance with 25 O.S. § 1313 and participate in the Status Verification System. The Supplier/Contractor/Consultant/Construction Manager/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 Seller or Subcontractor. Should the State suspect or find the Seller or any of its Subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension or debarment of the Seller. All costs necessary to verify compliance are the responsibility of the Seller.
9. All Items shipped pursuant to this PO/Contract will conform to all municipal, state and federal laws, ordinances and regulations, and Seller will defend and save harmless GRDA from loss, costs or damage by reason of any actual or alleged violation thereof.
10. GRDA hereby notifies Seller that Seller must comply, and by acceptance of this PO/Contract, Seller represents that it has complied with, and will continue to comply with, all applicable federal, state and local laws, regulations or orders.
11. This PO/Contract shall be interpreted and construed in accordance with the laws of the State of Oklahoma.
12. AUDIT RIGHTS. Seller/Contractor will, at all times during the term of this PO/Contract and for a period of five (5) years after the completion of this PO/Contract, maintain and make available for inspection and audit by GRDA and/or the Oklahoma State Auditor, all books, supporting documents, accounting procedures, practices, and all other items relevant to the PO/Contract.

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

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