

RFQ # 20016
H1

Quotation Due By: 03/22/2016
Bid Due Time: 2:00:00 PM

REPLY TO:

Gai Hunter
PURCHASING DEPARTMENT
Grand River Dam Authority
226 W DWAIN WILLIS AVE
PO BOX 409
VINITA OK 74301
PHONE: 405-297-9963
FAX: 405-840-1390
EMAIL: ghunter@grda.com

VENDOR INFO: _____ VENDOR #: 99999.00
NAME: _____
CONTACT: _____
ADDRESS 1: _____
ADDRESS 2: _____
CITY: _____ STATE: _____ ZIP: _____
EMAIL: _____
PHONE: _____ FAX: _____

- NOTE:
- 1.The bid opening date for this sealed RFQ is March 22, 2016. Each bid response must be received by 2:00 p.m. CT so it can be recorded as received prior to the bid opening time.
 - 2.The outside envelope for each bid must be marked as (Sealed Bid 20016). See instructions on the Sealed Bid cover sheet.
 - 3.A completed non-collusion affidavit is required and must be submitted with your bid.
 - 4.This form must be signed by an authorized representative of your company in the space provided in the lower right hand corner of this form.
 - 5.The award to the successful bidder will be based on the best value evaluation
 - 6.The brand names, model(s), part number(s) provided herein are for comparable quality and identification purposes only and equivalent bids may be submitted.
 - 7.GRDA will take into consideration past performance and ability to meet delivery deadlines in the evaluation.

***** 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.

NOTE: This is not a credit card payment at a time of sale. It is an electronic VISA payment after an invoice has been submitted and it may take time for Vendor to receive payment depending upon a payment terms. Vendor will NOT receive payment immediately after submission of invoice. Like a paper check, a VISA payment is processed and completed by GRDA Accounts Payable. Therefore, payment terms on VISA payment must allow time for invoice processing, e.g., Net 20, Net30, Net45, etc.

When Vendor enrolls in the ePay program with our Bank (we will have a GRDA representative called Vendor for a one-time setup), Vendor is assigned a 16-digit account number without a plastic card and with a zero credit limit. Vendor will store/keep this account number securely. Once the invoice from Vendor is submitted and approved by GRDA, Vendor will receive remittance advice via email from our Bank that the invoiced amount has been authorized for Vendor to complete the transaction. Vendor will use the assigned 16-digit account number to complete the transaction. Once transaction completed, the Vendor account credit limit will return to zero until next payment.

Will accept payment by Visa: Yes _____ No _____ (check one)

Visa acceptance signature: _____

 SIGN HERE

Designated Accounts Receivable Contact for Visa remittance advices:

Name: _____

Phone: _____

Email: _____

Voluntary Product Accessibility Template (VPAT)

Complete and attach a Voluntary Product Accessibility Template (VPAT) for each product offered describing the product's compliance with the Oklahoma Information Technology Accessibility Standards. Products that partially meet the accessibility standards will be considered. Bids submitted without proper VPAT information should provide a statement providing a justification as to why VPAT information is unavailable. GRDA will review the statement and may or may not reject the bid as non-conforming. Bidders should refer to the attached Voluntary Product Accessibility Instructions to complete the selected VPAT(s).

LINE ITEM	DESCRIPTION	NUMBER OF UNITS	UNIT OF MEASURE	UNIT PRICE	LINE COST	LEAD TIME
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1	Grading control system	1.0	EACH	<u>SEE BID SUBMISSION CONTENT</u>		
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Bidder is to submit a breakdown of costs for the following components (See Bid Submission Content for details):

GPS base & rover

1. 226-channel Vanguard Technology with GNSS universal tracking channels
2. Advanced fence antenna technology
3. Rugged, magnesium alloy construction, IP67
4. Fully integrated radio & cellular configuration
5. 32GB SDHC storage support
6. Receiver capable of receiving signals from fully operation GPS & GLONASS, Galileo constellations
7. 3D office software
8. On-site Training and travel expenses included
9. Data collector - wifi, Bluetooth, windows operating system
10. GPS software for collector
11. GPS rover pole & bi-pods
12. Data collector to be touch screen
13. USB compatible
14. Standard warranty (must also provide warranty information)
15. Support

Automotive GPS dozer system

1. Control box can be used on minimum of 7 different EQ configurations (curb machine, asphalt paver, dozer, excavator, etc.)
2. Twin GNSS GPS antenna
3. GPS & GNSS satellites
4. Modem (CDMA & GSM)
5. Inertial measuring unit, IP 66 rating (100 times per second, update rate)
6. Cloud ready (data control, machine tracking, & a reporting solution)

LINE ITEM	DESCRIPTION	NUMBER OF UNITS	UNIT OF MEASURE	UNIT PRICE	LINE COST	LEAD TIME
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- 7.Full automatics tied to hydraulics of machine or aftermarket hyvalve
- 8.System to be upgradeable to MMGPS (achieve +/- 3MM on grade)
- 9.System can be used with a laser receiver (2D mode)
- 10.6.5" light sensitive touch screen
- 11.Customized audio tones, reference to grade
- 12.Two USB ports, two can bus ports, ethernet port, digital
- 13.Built in grade light for reference to grade
- 14.On-site installation, on-site training and travel expenses included
- 15.Standard warranty (must also provide warranty information)
- 16.Support

Automotive GPS motor grader system

- 1.Control box can be used on minimum of 7 different EQ configurations (curb machine, asphalt paver, dozer, excavator, etc.)
- 2.Twin GNSS GPS antenna
- 3.GPS & GNSS satellites
- 4.Modem (CDMA & GSM)
- 5.Inertial measuring unit, IP 66 rating (100 times per second, update rate)
- 6.Cloud ready (data control, machine tracking, & a reporting solution)
- 7.Full automatics tied to hydraulics of machine or aftermarket hyvalve
- 8.System to be upgradeable to MMGPS (achieve +/- 3MM on grade)
- 9.System can be used with a laser receiver (2D mode)
- 10.6.5" light sensitive touch screen
- 11.Customized audio tones, reference to grade
- 12.Two USB ports, two can bus ports, ethernet port, digital
- 13.Built in grade light for reference to grade
- 14.On-site installation, on-site training and travel expenses included
- 15.Standard warranty (must provide warranty information)
- 16.Support

Additional Services (see Bid Submission Content for details):

- 1.Extended warranty
- 2.Additional on-site training

Bid Submission Content:

- 1. Complete and signed RFQ form
- 2. Complete non-collusion affidavit form
- 3. A copy of Insurance
- 4. Complete VPAT form(s)



REQUEST FOR QUOTE # 20016

LINE ITEM	DESCRIPTION	NUMBER OF UNITS	UNIT OF MEASURE	UNIT PRICE	LINE COST	LEAD TIME
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5. The breakdown of the costs for all 3 identifying components in RFQ (GPS Based & Rover, Automative GPS Dozer System, and Automative GPS Motor Grader System).

5.1. The breakdown of the costs, at a minimum, shall include the following:

- oItemized equipment
- oOnsite installation
- oOnsite training
- o Warranty warranty information also should be included.
 - o Support and trouble shooting. Also, provide Bidder s support policies and technical support level included in the cost.

5.2*Optional costs (these must be provided as separate items and should be excluded from firm, fixed cost for above):

- o Extended warranty extended warranty information should be included.
- oAdditional onsite training
- * GRDA reserves the right to award extended warranty and additional onsite training later if elected.

6.The project schedule/lead time starting from date of award (April 13th, 2016). The project events/tasks should be referenced in a number of days/weeks from the date of award. Expected delivery is 4-6 weeks from date of award.

7.Detailed equipment information that bidder proposes and includes in the bid price. In addition, to ensure reliability, durability and quality of the equipment, provide supportive documentation, e.g., product performance measurement, customer satisfaction, customer survey, product performance testing results, quality control, etc.

Criteria:

This RFQ will be evaluated based on best value basis. Criteria will include the following:
 Cost
 Project schedule
 Product

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
 PENSACOLA DAM

COMPANY NAME: _____

SIGNATURE: _____

SIGN HERE

JCT HWY 82 & 28 (BELOW THE DAM)
LANGLEY OK 74350

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.

_____ <i>Authorized Signature</i>		_____ <i>Certified this Date</i>
_____ <i>Printed Name</i>		_____ <i>Title</i>

State of _____ County of _____

Subscribed and sworn to me this _____ day of _____, 20 _____

_____ <i>Notary Public Signature</i>		Notary Seal:
<i>My commission expires:</i> _____		
<i>My commission number:</i> _____		

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 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.

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

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.



VOLUNTARY PRODUCT ACCESSIBILITY TEMPLATE INSTRUCTIONS

State of Oklahoma
Grand River Dam Authority

Voluntary Product Accessibility Template Instructions

The Voluntary Product Accessibility Template is a tool to assist in making preliminary assessments regarding the availability of electronic and information technology products and services with features that support accessibility.

The VPAT provides a summary view of criteria specific to various types of technologies identified in the Oklahoma Information Technology Accessibility Standards. There are three sections in each table. Section one of the Summary Table describes each section of the Standards. The second section describes the supporting features of the product or refers you to the corresponding detailed table, "e.g., equivalent facilitation." The third section contains any additional remarks and explanations regarding the product.

Oklahoma EITA Procurement Clause:

Pursuant to Title 74, Section 85.7d and OAC 580:16-7-56 electronic and information technology procurements, solicitations, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance.

EIT Standards may be found at http://www.ok.gov/DCS/Central_Purchasing/VPAT_&_Accessibility.html or http://www.ok.gov/OSF/documents/isd_itas.doc.

1) For Information Technology or Communications Products, Systems and Applications not requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.

The Contractor shall indemnify and hold harmless the Grand River Dam Authority from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards.

2) For Information Technology or Communications Products, Systems or Applications requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request. Additional requirements and documentation may be required and compliance will be necessary on the Contractor's part. Such requirements will be stated in documents such as Request for Quotes, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments.

The Contractor shall indemnify and hold harmless the Grand River Dam Authority, from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards. However, the Contractor shall no longer have an obligation to indemnify the State for liability resulting from products, systems or applications developed and/or customized that are not in compliance with applicable Oklahoma Information Technology Accessibility Standards ("Standards") **after** the Grand River Dam Authority has tested and confirmed that the product, system or application meets the accessibility requirements in the Standards

How to Get Started - Begin with your product's specification or a list of its known features:

1. Determine which subsection(s) of the Oklahoma Information Technology Accessibility Standards (IT Standards) apply to your product. Document the product's ability to meet the standards in the applicable areas, such as software, operating system, and so on.
2. For each standard in the applicable area(s), determine if the product meets or supports the standard.

- ❑ If the product appears to meet or support the standard, then you have the option of providing examples of features that are accessible or of specific accessibility features that exist.
 - ❑ If the product appears to not meet the standard, remember that the OK Information Technology Accessibility Standards allow for alternative products provided that they result in substantially equivalent or greater access. The product can meet the standard as long as the feature performs in the same manner as it does for any other user. This is called "functional equivalency."
3. When the VPAT draft is complete, translate the technical language into language that will be understood by a state agency procurement officer. We encourage use of suggested language noted in the section "Suggested Language for Filling out the VPAT".
4. **Suggested Language for filling out the VPAT**
Suggested language below has been developed for use when filling out a VPAT. All or some of the language may be used. You are encouraged to use consistent language in VPATs throughout the form.

<u>Supporting Features</u>	
Supports	Use this language when you determine the product fully meets the letter and intent of the criteria.
Supports with Exceptions	Use this language when you determine the product does not fully meet the letter and intent of the criteria, but provides some level of access relative to the criteria.
Supports through Equivalent Facilitation	Use this language when you have identified an alternate way to meet the intent of the criteria or when the product does not fully meet the intent of the criteria.
Supports when combined with Compatible AT	Use this language when you determine the product fully meets the letter and intent of the criteria when used in combination with compatible AT. For example, many software programs can provide speech output when combined with a compatible screen reader (commonly used assistive technology for people who are blind).
Does not Support	Use this language when you determine the product does not meet the letter or intent of the criteria.
Not Applicable	Use this language when you determine that the criteria do not apply to the specific product.
Not Applicable - Fundamental Alteration Exception Applies	Use this language when you determine a fundamental alteration of the product would be required to meet the criteria (see the IT Standards for the definition of "fundamental alteration").

Remarks & Explanations (third section on VPAT)

Providing further explanation regarding features and exceptions is especially helpful. Use this section to detail how the product addresses the standard or criteria by:

- Listing accessibility features or features that are accessible;
- Detailing where in the product an exception occurs; and
- Explaining equivalent methods of facilitation (See Section 3.5 of the IT Standards for definition of "equivalent facilitation").

The bidders may use the VPAT form provided at the link below (or as attached) or other comparable document, complete and should submit with their bid response:

http://www.ok.gov/DCS/Central_Purchasing/VPAT_&_Accessibility.html (Forms attached with this RFQ)

Software Applications – form 053-4.2 (attached) (Complete this form for each software solution applicable to this purchase). If you are unable to see the attached Word form, click on paperclip icon on the left navigation.