



Request for Proposal

Rental Equipment

Contract No. 43029

Date: May 7, 2020

ADVERTISEMENT FOR BIDS

BID OPENING: 2:00 PM CENTRAL TIME, May 20, 2020

The Grand River Dam Authority (“GRDA”) is requesting Bids to supply and provide rental equipment, in accordance with the terms of this Request for Proposal (“RFP”).

Bids must be submitted electronically by email to shane.pickett@grda.com. Bids received after the time set for the opening of the Bids will not be considered, absent a waiver by GRDA, at GRDA’s sole discretion, for good cause shown. All interested parties are invited to attend.

**Shane Pickett
Grand River Dam Authority
9933 E. 16th St.
Tulsa, Oklahoma 74128**

Bids will not be publicly opened.

GRDA will accept questions regarding this RFP until **May 14, 2020** at **2:00 PM** Central Time.

No site examination / pre-bid meeting for prospective Bidders will be held for this RFP.

Any applicable bonding requirement(s) will be addressed in the Contract between GRDA and the prevailing Bidder, (if any).

An electronic copy of this RFP may be found at: <https://www.grda.com/bids/rfp-43029/>

All Bidders have a duty to monitor the website for written addenda to the RFP. Addenda modify the RFP terms, and Bidders will be bound by the terms of the RFP as amended.

REQUEST FOR PROPOSAL, REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

I. DEFINITIONS:

1. **“Bid”** means the formal proposal submitted by a Bidder in response to this RFP.
2. **“Bidding Documents”** includes the RFP, the Requirements for Bidding and Instructions to Bidders, the Bid forms, the Specifications, the Contract, and any Addenda issued prior to receipt of Bids.
3. **“Board of Directors”** means the rule-making authority and governing body of the GRDA as defined by 82 O.S. § 863.2.
4. **“Contract”** means the pro forma contract attached to this RFP.
5. **“GRDA”** means the Grand River Dam Authority, a governmental agency of the State of Oklahoma, as defined by 82 O.S. § 861, *et seq.*
6. **“Procurement Administrator”** means the GRDA employee with direct supervisory capacity of the Procurement Unit.
7. **“Procurement Unit”** means the unit or department within GRDA that is responsible for administering procurement policies and procedures.
8. **“Treasurer”** means the GRDA employee who is selected by the Board of Directors of the Grand River Dam Authority as authorized by 82 O.S. § 864.A(2) to oversee and manage all fiscal and procurement functions.
9. **“Vice President”** means that GRDA employee who has direct supervisory responsibility over the facility or land upon which the project will be completed.

II. SPECIFIC BID PROCEDURES AND REQUIREMENTS

1. Invitation to Submit Bids. GRDA invites emailed Bids, in accordance with the requirements of the RFP, and on the attached form titled “PROPOSAL to the Grand River Dam Authority for Contract 43029”.
2. Form of Bid Submission. Bids must be submitted by electronically by email to shane.pickett@grda.com
3. Modification, Withdrawal, or Cancellation of Bids.
 - a. Bidders may withdraw, change, and resubmit their Bids electronically on the bid room website prior to the time designated for the opening of Bids.
 - b. A Bid may not be modified, withdrawn or canceled by the Bidder for sixty days after the time and date designated for the receipt of Bids.
4. Late Bids. Bids received after the time set for opening of Bids will not be considered absent a waiver by GRDA, at GRDA’s sole discretion, for good cause shown. Bids received by mail will be notated with the date and time received at the GRDA facility designated in the solicitation. GRDA is not responsible for delay of receipt of Bids. If electronic Bids have been specifically authorized by this RFP, no electronic Bids will be received after the Bid opening date and time.

5. Bid Copies. The electronic copy of the Bid must be in .pdf and .xls format.
6. Addenda and Interpretations for Bid
 - a. All clarifications, revisions, or changes to this RFP or any of the Bidding Documents (collectively, “Addenda”) will be posted to the website. All Bidders have a duty to monitor the website for Addenda. By submitting a Bid, Bidder represents that Bidder has reviewed the most recent version of the RFP, and agrees to comply with all of the terms of the RFP and Addenda.
 - b. Questions regarding this RFP must be submitted by email to shane.pickett@grda.com, on or before **2:00 PM** Central Time on **May 14, 2020**. No questions may be submitted orally.
 - c. GRDA may or may not respond to any such question. If GRDA responds, it will publish written Addenda to the website.
 - d. All Addenda shall become part of the Bidding Documents.
7. Site Inspection:

No site examination / pre-bid meeting for prospective Bidders will be held for this RFP.
8. Required Statements from Bidder to be Included in Bid. Each Bidder must accompany his Bid with a written statement under oath disclosing the following information:
 - a. The nature of any partnership, joint venture or other business relationships then in effect or which existed within one (1) year prior to the date of such statement with any architect, engineer or other party to the project;
 - b. Any such business relationship then in effect or which existed within one (1) year prior to the date of such statement between any officer or director of the Bidder company and any officer or director of any architectural or engineering firm or other party to the project; and
 - c. The names of all persons having any such business relationships and the positions they hold with their respective companies or firms. If no such business relationships exist, Bidder shall include a statement to that effect.
9. Bidder’s References Must be Included in Bid: The Bidder must be experienced and an expert in supplying rental equipment of the character and nature described in this RFP. The Bidder must include with its bid listing at least five (5) references where the Bidder has successfully supplied the types of rental equipment described in this RFP. The listed references must describe the type of services provided and the value of the project. GRDA may make such investigations as necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to GRDA all such information and data for this purpose as GRDA may request. GRDA reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy GRDA that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.
10. Qualifications of Supervisory Personnel. Bidder shall include the resume(s) of supervisory personnel that may be assigned work at GRDA, if applicable. The Bidder must demonstrate that trained and experienced supervisory personnel are available to support the project.
11. Safety. GRDA will consider the safety records of potential contractors prior to awarding bids on contracts, as well as the manner in which rental equipment is maintained and configured in order to ensure operator safety. Any Bid submitted must include the following documents for Bidder and for all subcontractors Bidder will use:
 - a. The past five (5) years’ Occupational Safety and Health Administration (OSHA) 300 and OSHA 300A logs.
 - b. The past five (5) years’ National Council on Compensation Insurance (NCCI) worker’s compensation

12. Bid Detail Requirements: The Bid must provide sufficient details for GRDA to perform a complete Bid evaluation. The Bidder shall comply with all requirements in the specification.
13. Equal Opportunity Employment Requirements. GRDA is an Equal Opportunity Employer. GRDA does not discriminate in its hiring practices and requires its contractors to abide by all federal law applicable to discrimination. All Bidders shall acknowledge in the Bidding Documents that they are Equal Employment Opportunity employers.
14. Bidder's Representations. Each Bidder, by making a Bid, represents that:
 - a. The Bidder has read and understands the Bidding Documents and the Bid is made in accordance therewith;
 - b. The Bidder has had the opportunity to visit the site, if required, and is familiar with the local conditions under which the Work is to be performed and has correlated observations with the requirements of the proposed Contract documents; and
 - c. The Bid submitted is based upon the materials, systems and equipment required by the Bidding Documents without exception.
15. Form of Rates. Bids must include the following information in the form prescribed by Attachment G, Rate Quotation Sheet:
 - a. a list of holidays that may be observed by Bidder and Bidder's contractors during the performance of the project;
 - b. a comprehensive breakdown of all time and materials charges applicable to Bidders' Bid. **Any charges not specifically listed in Attachment G will not be payable by GRDA to any Bidder.**
16. List of Documents to be Submitted with Bid: All Bids must contain complete and executed originals of the following documents, in the form included in this RFP, and in the following order:
 - ATTACHMENT A: COVER LETTER AND EXECUTIVE SUMMARY (identifying the project and contract number)
 - ATTACHMENT B: CONTRACTOR'S BID / PROPOSAL TO THE GRAND RIVER DAM AUTHORITY
 - ATTACHMENT C: LIST OF SUBCONTRACTORS
 - ATTACHMENT D: CONSENT TO MANDATORY CONTRACT TERMS
 - ATTACHMENT E: LISTING OF APPLICABLE EXPERIENCE
 - ATTACHMENT F: MINIMUM SAFETY REQUIREMENTS
 - ATTACHMENT G: RATE QUOTATION SHEET
 - ATTACHMENT H: NON-COLLUSION CERTIFICATE
 - ATTACHMENT I: BUSINESS RELATIONSHIPS CERTIFICATE

- ATTACHMENT J: GRDA VISA PAYMENT PROGRAM

III. BID OPENING AND PRELIMINARY REVIEW

1. Bid Receipt and Opening. There will be no public bid opening.
2. Preliminary Review. The Bids shall be initially reviewed for completeness and correctness. Any deficiency may be grounds for disqualifying the Bid. GRDA's review may include, but is not limited to, verifying that:
 - a. each of the Addenda are acknowledged;
 - b. each certificate is present and signed; and
 - c. each Bid Document is properly signed.
3. GRDA Rejection of Incomplete Bids. GRDA may reject any bid that GRDA considers to be incomplete, improper, or non-responsive, in GRDA's sole discretion. This may include, but is not limited to, Bids in which the Bidder submits another form of Contract in lieu of the attached Contract. Bids will become the property of GRDA upon submission. **Exceptions taken to the Contract terms and/or Bidding Documents, and/or failure to execute Attachment D: Consent to Mandatory Contract Terms, may be cause for rejection of a Bid.**

IV. BID EVALUATION

1. Bid Evaluation by GRDA. After the preliminary review, the Bids will be reviewed and evaluated by designees from the GRDA Procurement Unit and the appropriate Vice President. The following items may be reviewed:
 - a. Unit Price Compliance. If the RFP requires Bidder to submit unit prices, Bidder's failure to submit unit prices for any requested work item may cause GRDA to reject the Bid.
 - b. Materially Unbalanced Prices. If Bid prices are materially unbalanced between line items or subline items, GRDA may reject the Bid. A Bid may be materially unbalanced if it is based on prices significantly less than the cost for some work and prices which are significantly overstated in relation to the cost for other work, and GRDA either has reasonable doubt that the Bid will result in the lowest overall cost to GRDA, or the prices are so unbalanced GRDA determines to the Bid is tantamount to allowing an advance payment.
 - c. Technical and Commercial Qualifications. Bids may be evaluated based on technical and commercial criteria applicable to the scope of work specified. The evaluation criteria may include the Bid's:
 - i. Conformance to technical specifications;
 - ii. Evaluated price;
 - iii. Demonstration of project experience;
 - iv. Conformance to commercial terms; and
 - v. Overall value to GRDA.

- d. Bidder's Performance Capability. GRDA may consider the Bidder's demonstrated ability to perform the required work. Any of the following may be grounds for disqualifying the Bidder.
 - i. More than one (1) Bid for the same work from an individual, firm, partnership, joint venture or corporation under the same or different names;
 - ii. Evidence of collusion among Bidders, subcontractors, or material suppliers;
 - iii. Lack of responsibility as shown by past work for GRDA judged from the standpoint of workmanship and progress;
 - iv. Uncompleted work under any Contract with GRDA or any other party;
 - v. Being in arrears on existing Contracts with the State of Oklahoma or GRDA, having defaulted or failed to comply with a previous State or GRDA Contract, or any other just and reasonable cause;
 - vi. Reasonable belief by GRDA that Bidder has engaged or is engaging in a discriminatory practice; or
 - vii. Any violation of the regulations of the Construction and Properties Department, in title 260, Chapter 65 of the Oklahoma Administrative Code, or other information indicating that the bidder is no longer responsible nor qualified to do business with the State; or any violation of GRDA or Oklahoma Office of Management Enterprises Services rules, or other information indicating that the Bidder is no longer responsible nor qualified to do business with the State.
2. Best Value Bid Comparisons. In comparing Bids, GRDA may consider not only the bid prices, but also other factors that impact whether a Bidder is the lowest responsible bidder or best value bidder, including, but not limited to, efficiency, reliability, durability, economy of operation and maintenance, accessibility for repairs, cost of special construction made necessary by the equipment offered, safety and performance record of the Bidder, relative risk associated with the Bidder, and any guarantees associated with the project. GRDA may, at GRDA's sole discretion, elect to enter into negotiations and allow for a best and final offer with one or more potential bidders on a best value award.

V. CONTRACT AWARD

1. Anticipated Contract Award. GRDA reserves the right to award multiple contracts, or no contracts, pursuant to this RFP. GRDA anticipates that, if a Contract is awarded pursuant to this RFP, the award will be made on or before: **June 1, 2020.**
2. Contract Award, Bonding, Insurance, and Execution.
 - Contract Award. The Contract(s), if any, shall be awarded to the lowest responsible or best value Bidder as determined in the sole discretion of GRDA.
 - a. Contract Insurance. The prevailing Bidder must provide proof of insurance and bonding with terms approved by GRDA, to the extent such items are required by the Contract.
 - b. Exceptions to Contract Limited to Exceptions Statement. **By submitting a Bid, all Bidders acknowledge and agree that all exceptions to the Contract must be specifically listed in the Exception Statement, and that: (i) any exceptions to the terms of the Contract in any other form are void and waived by Bidder; and (ii) Bidder will be deemed to have accepted the Contract as included in this RFP; and (iii) Bidder will be contractually bound to the terms of Attachment**

D, CONSENT TO MANDATORY CONTRACT TERMS, regardless of any terms to the contrary contained in Bidder's purchase orders or rental documents.

VI. OTHER PROVISIONS

1. Bid Ambiguities and Discrepancies. If the total price of the Bid is inconsistent with the unit price times number of units to be delivered, the unit price shall govern. If there is a variance between the amount in words and the figures, the amount in words shall govern.
2. Tax Exempt Status: GRDA is exempt from the payment of any Sales or Use Taxes and, pursuant to 68 O.S. § 1350, *et seq.*, and § 1401, *et seq.*
3. Applicable Laws: By submitting a Bid, the Bidder acknowledges that all applicable Oklahoma State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project (in force and effect now, and as amended) shall apply to the Contract throughout, and they will be deemed to be included in the Contract. The laws of the State of Oklahoma shall apply to any dispute arising from or related to this Bid. The state district courts of the State of Oklahoma shall have exclusive jurisdiction and venue to adjudicate any such disputes.
4. Drug Free Workplace. GRDA seeks to provide a drug free workplace to all of its employees. All contractors working on a GRDA facility shall comply with GRDA's drug free workplace policies.
5. GRDA Reservation of Rights. GRDA reserves the right to reject any or all Bids, to waive any and all informalities, to evaluate Bids, to award or not award contracts, and to disregard all nonconforming, nonresponsive, and/or conditional Bids.

-End of Page -

ATTACHMENT A: COVER LETTER AND EXECUTIVE SUMMARY
Contract 43029

(attach cover letter and executive summary)

**ATTACHMENT B: PROPOSAL TO THE GRAND RIVER DAM AUTHORITY
FOR Contract 43029**

MADE BY: _____

Business Address: _____

City _____ State _____ Zip Code _____

Telephone Number _____ Fax Number _____

E-Mail _____

The Bidder named above hereby tenders his Bid and declares that the only person or persons interested in this proposal is or are named above; that the Bid is made without collusion with any other Bidder and is in all respects without collusion or fraud. The Bidder further declares he has examined all Bidding Documents, has read the attached "REQUEST FOR PROPOSAL, REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS"; and agrees to furnish all the materials necessary or proper to carry out such contract in the manner, on the terms, and under the conditions set forth therein and in the specifications, **and to perform all work in accordance with the terms of the Bidding Documents, including the RFP and the Contract, all at Contractor's bid price.**

Note: If this Bid is made by an individual, it shall be signed with his/her usual business signature, with his/her business address and place of residence; if by a firm, the co-partnership name shall be signed by a member of the firm and the name and address of each member shall be given; if by a corporation, it shall be signed by a duly authorized officer, with the corporate name, and the business address of the corporation shall be given.

Signed: _____

Title: _____

Corporate Name: _____

Address: _____

Date: _____

ATTACHMENT C: LIST OF SUBCONTRACTORS

Contract 43029

Should this proposal be accepted by GRDA, the following subcontractors will be used (Attach additional pages if required. If no work will be subcontracted, state "NONE").:

Subcontractor identification is for information only and award of Contract does not constitute approval of identified subcontractors nor relieve the Bidder of the responsibility for providing qualified subcontractors. If any other subcontractors are used, Contractor must obtain GRDA advanced approval in writing.

Work Subcontracted

Firm Name and Address

_____	_____
_____	_____
_____	_____

ATTACHMENT D: CONSENT TO MANDATORY CONTRACT TERMS

Bidder agrees that it will comply with and be bound by the following terms with respect to any rental equipment supplied to GRDA under this RFP:

1. Enforceability and Order of Interpretation. These contractual terms are binding and enforceable upon any transaction arising from or related to this RFP. By submitting a Bid, Bidder agrees to be bound by these terms with respect to any such transaction. These terms cannot be amended absent the signed, written consent of both parties. For GRDA, no such amendment may occur absent the signed, written consent of the CEO or COO. No language in any purchase order or rental contract will amend these terms. In the event of any conflict between these terms and any other terms arising from or related to this RFP, these terms will control.
2. Delivery Requirements. GRDA will have the option to pick-up equipment at the Bidder's location, or have the equipment delivered to a job site, GRDA facility, or other location of GRDA's choosing.
3. Warranties Regarding Safety. Bidder warrants and represents that any rental equipment supplied pursuant to this RFP will be in safe operating condition.
4. Equipment Maintenance and Operational Condition. Bidder warrant and represents that it will only supply equipment that has been well-maintained, cleaned, lubricated, fueled, and in good operational condition.
5. Delivery, Inspections, and Returns.
 - a. Bidder will provide an inspection report form to be completed by the Bidder and GRDA representative at the time of delivery of the rental equipment. This report will document any damages, the condition of equipment, the number of hours on equipment, fuel level, next scheduled maintenance and/or service requirement, and other pertinent information. In addition, the inspection report form will show: (i) the GRDA Purchase Order Number; (ii) the name and address of the Bidder; (iii) the name and address of receiving department (Including GRDA Employee signature and Employee Number of GRDA Employee accepting delivery, date, and time of delivery); and (iv) a description of equipment shipped, including equipment numbers, quantity, etc.
 - b. GRDA may reject equipment that, in the discretion of GRDA, is inadequate or non-conforming.
 - c. At the completion of the rental period, the same inspection report (or a copy thereof) will be used to document the status of the equipment at the time it is returned to the vendor. This document must be signed and dated (including returned time) by the attending GRDA representative and the vendor's representative to verify the "as returned" status of the equipment.
6. Term. The term of any agreement entered into pursuant to this RFP will terminate on the five-year anniversary of the date that the agreement is executed. GRDA may terminate this Contract at any time and for any reason by providing notice in writing to Bidder.
7. Prices and Payments. GRDA will not pay Bidder for any costs or expenses that are not: (a) specifically disclosed in Attachment H; and (b) identified as applicable to a particular rental. GRDA will not pay Bidder unless and until GRDA actually requests Bidder to supply rental equipment, and Bidder actually supplies that equipment. If Bidder delivers rental equipment that GRDA determines is non-conforming or inadequate, GRDA will notify Bidder, and Bidder will, at Bidder's cost and expense, have a reasonable opportunity to correct the defect. Provided, GRDA will not pay a rental fee for the period of time in which Bidder has not supplied conforming or adequate equipment. GRDA will not pay Bidder for non-operational equipment unless the equipment was rendered non-operational due to the negligence of GRDA.
8. Title, Losses, and Damages.

- a. Title and Risk of Loss. Bidder will retain legal title to Bidder's rental equipment at all times, and GRDA will not pledge any of Bidder's rental equipment as collateral, or otherwise encumber title to Bidder's rental equipment. Bidder will retain risk of loss during all times that any rental equipment supplied pursuant to this RFP is in transit, and during any time after GRDA has notified Bidder that Bidder may pick up its rental equipment at GRDA facilities, if equipment pick-up is a service provided by Bidder.
 - b. Damages to Equipment. GRDA will compensate Bidder for damages caused by GRDA's negligent misuse of rental equipment. GRDA will repair flat tires, and will replace digger teeth broken during use with digger teeth that have been provided by Bidder. GRDA will not compensate Bidder for ordinary wear and tear, or for manufacturing or design defects associated with the rental equipment.
9. Maintenance and Mechanical Breakdown.
- a. GRDA will perform normal daily maintenance, as long as those maintenance requirements (including detailed instructions for how to properly complete them) are disclosed to GRDA in writing at the time of the rental.
 - b. Scheduled maintenance (any maintenance other than the normal daily maintenance) will be completed by the Bidder. The Bidder must advise GRDA, in writing, when the next maintenance is due (i.e. at what equipment use hour or date) for equipment rented by GRDA. GRDA will notify the vendor approximately 24 hours before maintenance is due (i.e. advising of the number of hours or date), excluding weekends and holidays. Bidder will perform this maintenance at Bidder's expense, and will provide GRDA with replacement equipment if requested by GRDA.
 - c. Bidder will repair or replace any equipment that is rendered unavailable or inoperable due to a mechanical breakdown within two working hours. Bidder will not charge a delivery fee for any such repair or replacement.
10. Rental Time. All rentals will be based upon 8 hour days, 40 hour weeks, and 160 hour months. Rentals exceeding a time increment, but that are less than the next larger increment, will be charged to GRDA on a pro-rated hourly basis.
11. Deposits. GRDA will not pay deposits for any rented equipment.
12. Rentals with Operators. If Bidder supplies cranes, boom trucks, pressure diggers, augers, and hydrovacs, the quoted price will include an option for both the rental with an operator, and the rental without an operator. For these types of rental equipment, Bidder will specifically indicate whether a rigger is required, and, if so, list the rigger hourly rate on the rate sheet. note
13. Governing Law and Jurisdiction. The laws of the State of Oklahoma will apply to any claims arising from or related to this RFP. The state district courts of Mayes County, Oklahoma, will have exclusive venue to resolve any such claims.
14. Tort Claims Liability. The Parties intend that each will be responsible for its own acts or omissions to act. GRDA will be responsible for any damages or injuries caused by the acts or omissions to act of its officers and employees while acting within the scope of their employment according to the Governmental Tort Claims Act, Title 51 O.S. § 151, et seq. Bidder will be responsible for any damages or injuries caused by the acts or omissions to act of its officers, employees, or agents. Bidder agrees to indemnify and hold harmless GRDA of any claims, demands and liabilities resulting from any act or omission on the part of Bidder and/or its officers, employees, or agents arising from or related to the supply of rental equipment under the RFP.
15. No Special Damages. To the fullest extent allowed by applicable law, in no event will either party be liable for any special, indirect, or consequential damages including, without limitation, damages, or losses in the nature of increased project costs, loss of revenue or profit, lost production, or governmental fines or penalties.

16. Force Majeure. Neither party will be liable for failure to perform any obligation or for delay in performance resulting from or contributed to by any cause beyond the control of the party or its suppliers if such cause was not reasonably foreseeable, or from any act of God; act of civil or military authority; declared act of war; insurrection or riot; sabotage; terrorist activities; fire; earthquake; flood; embargo; declared national fuel or energy shortage; or unpreventable delay or accident in shipping or transportation. Force Majeure may not be claimed due to economic factors, including, but not limited to, changes in the cost of materials or labor, tariffs, taxes, or governmental regulations.
17. Record Retention and Audits. Bidder will, at all times during the term of the agreement and for a period of five (5) years after the completion of the agreement, 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 agreement.
18. Insurance. GRDA will not be required to insure any rental equipment, and Bidder will include insurance for the rental in the rate. Bidder, at its own expense, will carry, with reliable insurance companies that are acceptable to GRDA, the following types of insurance with limits not less than shown in the respective amounts:
 - a. Commercial General Liability Insurance. Bidder will maintain for the duration of this agreement a commercial general liability insurance policy covering all work and operations by or on behalf of Bidder, including but not limited to coverage for bodily injury, wrongful death, personal injury, property damage, premises and/or operations hazards, products and completed operations, and contractual liability insuring the obligations assumed by Bidder. The commercial general liability insurance policy cannot exclude the perils of explosion, collapse, and underground hazards. The commercial general liability insurance policy will be written on an occurrence basis. The limits of liability will not be less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) aggregate. If defense costs are included in the limits of liability, then the required limits on each of the limits of liability referenced above will be increased by One Million Dollars (\$1,000,000). If the commercial general liability insurance policy utilizes a general aggregate limit, then the general aggregate limit will apply separately to the work and operations performed by or on behalf of Bidder, or alternatively Bidder may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other project or activity of Bidder.

GRDA, its officers, directors, employees, representatives and agents will be expressly named as additional insureds on the commercial general liability insurance policy with respect to liability arising out of work and operations performed by or on behalf of Bidder. The commercial general liability insurance policy will stipulate that the insurance afforded to the additional insureds will apply on a primary and non-contributory basis and that any other insurance carried by the additional insureds will be excess only and will not contribute with this insurance.
 - b. Automobile Liability Insurance. Bidder will maintain for the duration of this agreement an automobile liability insurance policy insuring against claims for bodily injury and property damage and covering liability arising out of all motor vehicles, including owned, leased/hired, and non-owned motor vehicles. The limit of liability will not be less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damages. The automobile liability insurance policy will be written on an occurrence basis.
 - c. Workers' Compensation and Employer's Liability Insurance. For the duration of this agreement, Bidder will provide workers' compensation insurance sufficient to meet its obligations under the laws of the State of Oklahoma. Further, Bidder will provide employer liability insurance covering its legal obligation to pay damages because of bodily injury or

occupational disease (including resulting death) sustained by an employee. The employer liability insurance will contain a liability limit of no less than One Hundred Thousand Dollars (\$100,000) per accident for bodily injury or disease.

- d. Excess/Umbrella Insurance. Bidder will provide Excess/Umbrella insurance coverage of not less than Three Million Dollars (\$3,000,000) to follow form on the employer’s liability, general liability and auto insurance heretofore described in this Article.
- e. Waiver of Subrogation. Bidder grants to GRDA a waiver of Bidder’s rights to subrogation against GRDA. Further, Bidder grants to GRDA a waiver of all rights to subrogation which any insurer of Contractor may acquire against the GRDA by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. Contractor understands and acknowledges that this waiver of subrogation provision applies regardless of whether Contractor has received a waiver of subrogation endorsement from its insurer.
- f. Certificates of Insurance. Contractor must mail a certificate of all such insurance to the Legal Department, Grand River Dam Authority, 9933 E. 16th Street, Tulsa, OK 74128. The certificate(s) must show the name and address of the insured, particular work covered, limits of coverage, policy number, effective and expiration dates and cancellation requirements. If Contractor changes insurers during Contractor’s performance of this Contract, Contractor will ensure that there are no lapses in coverage, and will notify GRDA prior to any modification to the above described policies. In the event that Contractor fails to maintain insurance as provided by this paragraph, Contractor is in default under this Contract.

I certify that the terms listed in this Attachment D will be binding upon Bidder with respect to any rental equipment provided under this RFP.

Bidder: _____

Date: _____

(Signature)

Title: _____

ATTACHMENT E: LISTING OF APPLICABLE EXPERIENCE
Contract 43029

ATTACHMENT F: MINIMUM SAFETY REQUIREMENTS
Contract 43029

GRDA will consider the safety records of potential contractors prior to awarding bids on contracts. Any bid submitted must include the following documents for Bidder and for all subcontractors Bidder will use:

- The past five (5) years' Occupational Safety and Health Administration (OSHA) 300 and OSHA 300A logs.
- The past five (5) years' National Council on Compensation Insurance (NCCI) worker's compensation experience rating sheets.

Bidders are required to answer the following questions and submit supporting documentation upon request:

Does the Bidder have a written safety program?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Does the Bidder conduct regular site safety inspections?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Does the Bidder have an active safety training program?	<input type="checkbox"/> YES	<input type="checkbox"/> NO

Bidders must describe in detail the internal procedures, process, and controls that Bidders will use to ensure the safety and safe operating condition of any equipment subject to rental under this RFP. (attach additional page(s))

ATTACHMENT G: RATE QUOTATION SHEET
Contract 43029

The pricing structure will be the daily, weekly, and monthly, 3-Month, 6-Month and 1-Year price of the rental of the equipment, delivery included with a percentage discount for picked up and returned equipment. All charges for rental equipment shall include the following:

- For rentals not requiring Delivery: Rental charge, maintenance and insurance.
- For rentals requiring Delivery: Rental charge, delivery to and from, maintenance and insurance.

The GRDA cannot insure property that is not owned by the State, therefore the vendor is to include insurance coverage in the quoted rental rate.

Charges for rental shall be pro-rated based on the actual rental commencement date. Rental fees do not accrue during equipment downtime.

I certify that the rates and information provided in this Attachment G are: (i) true and correct; (ii) will be binding upon Bidder in the event GRDA selects Bidder as a prevailing Bidder, and (iii) represent the total compensation that Bidder will receive for any rental under this RFP.

Bidder: _____

Date: _____

(Signature)

Title: _____

ATTACHMENT H: NON-COLLUSION CERTIFICATE
Contract 43029

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

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

ATTACHMENT J: GRDA VISA PROGRAM

Contract 43029

GRDA payment options are EPay or Check

Preference may be given to vendors that accept EPay as method of payment if analysis estimates that such appears to result in a lower cost to GRDA. Additional payment terms may also be taken into consideration in the analysis process.

NOTE: This is not a credit card payment at time of sale (POS transaction). It is an electronic VISA payment after an invoice has been submitted and processed for payment. Payment terms on VISA payments are in accordance with those agreed upon on the solicitation and the resulting PO/Contract. When a vendor elects to accept payment by EPay, the vendor will be assigned a 16-digit ghost account number (no physical plastic) which remains at a zero credit limit until an invoice is received from the vendor and processed by GRDA Accounts Payable. Once an invoice from a vendor has been processed for payment the vendor will receive a secure remittance advice via email providing the invoice information and full card account information authorizing the vendor to run the card and post the transaction at which time the account credit limit will return to zero until the next payment.

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: _____

If a vendor elects to not accept EPay as the payment method, additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be for discounts for payment to be made no less than ten (10) days and may increase in five (5) day increments up to thirty (30) days. Discounts offered must be in half or whole percent increments. The date from which the discount time is calculated shall be the date of a valid invoice. An invoice is considered valid if it is sent to the proper recipient, the invoiced goods or services have been received, and the invoice includes sufficient detail as identified in the solicitation.