

**Professional Services Agreement
Clifford Power Systems, Inc.
Attachments**

The following Attachments are incorporated by reference into the Agreement by and between the Trust and Contractor and shall have the priority and precedence as first set forth in paragraph one of this Agreement.

The Attachments include:

Attachment “A” (Project Description and Scope of Services)

Attachment “B” (List of Products, Solutions, Deliverables)

Attachment “C” (Schedule of Fees)

Attachment “D” (Contractor’s Project Team & Contact Information)

Attachment “E” (Certificate of Insurance)

Attachment “F” (Non-Discrimination Statement and Anti-Collusion Affidavit)

Attachment “G” (Performance Bond)

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Professional Services Agreement

Attachment “A”

Project Description and Scope of Services

Attached behind this page is a copy of the Project Description and the
Scope of Services to be provided by the Contractor
in accordance with this Agreement.

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2024

Rebecca Cavnar, Administrative Specialist
Utilities Department
The City of Oklahoma City
Rebecca.Cavnar@okc.gov

EXHIBIT A

SCOPE OF SERVICES

RFP OCWUT 02-24
Hefner Water Treatment Plant – Emergency Generators

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RFP OCWUT 02-24: Hefner Water Treatment Plant - Emergency Generators

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RFP OCWUT 02-24: Hefner Water Treatment Plant - Emergency Generators

Scope of Services

Background

The Oklahoma City service area includes the corporate limits of Oklahoma City, most other communities within its Combined Statistical Area (CSA-OKC), and areas along the raw water pipelines to Lake Atoka and McGee Creek. Water is provided through two water treatment plants (WTP): Hefner WTP and Draper WTP, that deliver a combined 35 billion gallons of potable water on an annual basis. The water distribution system contains sixteen booster pump stations to deliver water throughout the system. Wastewater treatment is provided to customers through five wastewater treatment facilities, four of which are contractually managed by Inframark, Inc. The Utilities Department strives to provide water and wastewater services to its customers at all times; however, during prolonged power outages the treatment and delivery capabilities are limited, as evidenced by past severe weather events.

Over the past decade, the Oklahoma City metro area has experienced tornados and other natural disasters that have caused damage to the power transmission lines servicing various facilities and resulted in power outages. The loss of power at OCWUT facilities may pose a threat to the public's health and safety. In the event of future severe weather and other power outage circumstances, OCWUT desires to utilize the equipment and services described in RFP OCWUT 02-24 to satisfy the necessary requirements.

OCWUT is seeking a TURNKEY, 100% readiness emergency power generator solution for the Hefner Water Treatment Plant. The equipment and services needed include installation, response, mobilization, maintenance, readiness to operate, and decommission of all generators and related equipment. The turnkey solution shall also include the operation and maintenance of the backup power sources.

Hefner Water Treatment Plant

Hefner Water Treatment Plant located at 3827 West Hefner Road, Oklahoma City, OK requires full-time, onsite, backup power generation services. Generators must remain on site for the duration of the agreement. The awarded Proposer must install the generators on site, properly wire them up to the City system, perform all necessary preventative maintenance and testing to ensure their full reliable power delivery function as requested. The awarded Proposer must provide all technical and operational staffing necessary to timely resolve any concerns to ensure operation of the generators as requested by OCWUT for any need. The awarded Proposer shall also provide generator liquids, including fuel, to ensure the continuous operation and provision of satisfactory power regardless of weather conditions.

These generators and related installation infrastructure must remain on-site for the duration of the agreement. As requested by the OCWUT, the awarded Proposer must respond with on-site qualified technical and operating staff to fully start up and provide all necessary power within one (1) hour of OCWUT notification.

RFP OCWUT 02-24: Hefner Water Treatment Plant - Emergency Generators

Hefner Water Treatment Plant – Additional Information

Hefner WTP operates three 2,000 HP and two 1,000 HP pumps, as well as an ozone generation facility, while treating up to 100 million gallons (MGD) of water daily. The electricity is distributed via an electric loop surrounding the facility. The loop contains 12,500 V at 200 A on either side of the closed loop. A 12,500 V to 480 V transformer and switchgear has been installed on this loop for emergency power needs. It is anticipated that two 5 MW generators running parallel will satisfy emergency power generation needs. However, Proposers must perform their own technical evaluations and propose sufficient generator systems to meet all needs to fully operate the entire Hefner Water Treatment Plant.

Power Generator Requirements

The power generator systems must be stored on-site at Hefner Water Treatment Plant located at 3827 West Hefner Road, Oklahoma City, Oklahoma 73102. The following is a list of power requirements for the necessary generators:

KVA	5,000
Voltage	12,500
Amps	400
Generator pad provided	Yes
Pad material	Gravel
Transfer Switch provided	Yes
3 phase Power Demand @ 0.8 PF (kW)	6,928
Engine Block Heaters (& power to the block heaters)	Provided by Proposer

Service Requirements

Proposer will provide a list of phone numbers that must be answered by critical response personnel 24 hours, 7 days a week in case of an emergency event.

The awarded Proposer must be able to provide the following:

- 1) The awarded Proposer must install and maintain emergency power generators ON-SITE and operate when primary power is not available at the Hefner Water Treatment Plant. These generators must remain on-site at the location for the duration of the agreement.
- 2) Provide professionally trained technical and operations personnel onsite within one (1) hour of notification (phone call) of an emergency event to begin operation of the power generator to supply backup power. OCWUT will direct whether generator power will be required for both the Treatment Section and High Lift Section of the plant. Emergency power must be established within two (2) hours of notification sufficient to generate 10,000 KVA power to operate the Treatment Section. In the event that the High Lift Section requires generator power, the proposer will have one (1) additional hour to have the generators operating under a load.
- 3) Generators must remain on-site for the duration of the agreement. In the event of power outage that requires the operation of the generators.

RFP OCWUT 02-24: Hefner Water Treatment Plant - Emergency Generators

- 4) Safe installation of power generators without damage to OCWUT's or the primary power supplier's property, equipment, or people.
- 5) All necessary electrical equipment, supplies, including fuel, and staff to install, operate, and maintain uninterrupted generated electrical power. Provide temporary power generation availability in standby mode on-site until reliable primary power has been restored.
- 6) Assist with the primary power switchover process at the time reliable primary power is restored, at the convenience of the OCWUT.
- 7) Safe transport and refueling procedures.
- 8) Utilize multiple fuel providers to ensure availability and transport. Proposer will be required to provide a list of contracted fuel vendors.
- 9) Trained personnel to test and perform monthly maintenance on generators. Proposer will provide a detailed list of the monthly generator maintenance routine (tasks, inspections, and testing).
- 10) Non-emergency testing will be conducted initially, and quarterly, to ensure system reliability for the Treatment Section. In addition, an annual system reliability test will be performed on the High Lift Section. The Contracting Entity reserves the right to require additional non-emergency testing.
- 11) Keep parts and supplies on site to maintain operation of all generators (for example: batteries, fuel filters, and generator engine block heaters including power for block heaters).
- 12) Fuel treatment – anti-gelling fuel supplement added per manufacturer's recommendations in the fall prior to potential freezing temperatures.
- 13) Generator Cables – leave all cables connected to transformers to reduce the time to bring generators on-line.
- 14) When temperature is forecast to remain below 32 degrees Fahrenheit for a period of 48 hours test run generators for proper operation no more than 4 days prior to beginning of temperature drop forecast. This test is to ensure proper operation but will not include a load transfer.
- 15) When temperatures drop below 32 degrees Fahrenheit – test run generators daily (without a load transfer) for 2 hours minimum during regular business hours.
- 16) When the temperature drops below 32 degrees Fahrenheit – stage auxiliary generators to power the engine block heaters.

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RFP OCWUT 02-24: Hefner Water Treatment Plant - Emergency Generators

Non-emergency Generator Testing Requirements

Initial test. Within 30 days of equipment delivery, proposer in coordination with OCWUT will conduct a test of the generator carrying the full load on the both the High Lift Loop and Treatment Loop for one hour. The monthly payment will not be paid until this test is complete.

Quarterly test. In coordination with OCWUT, the Proposer will conduct a test of the generator carrying the full load on the Treatment Section for one hour.

Annual Test. In coordination with OCWUT, the Proposer will conduct a test of the generator system carrying the full load in both the High Lift Section and Treatment Section of the plant for one (1) hour. The annual test will take the place of one of the quarterly tests.

Price Proposal

Proposers must submit all pricing requested on Proposal Form B – Schedule of Fees within the Periscope online bidding system.

Price Proposal Definitions:

Commissioning Fee - To be paid upon a successful initial test.

Monthly Fee – Fee charged each month for on-site generators.

Operating Fee (Daily) – Fee charged whenever emergency generator backup service is requested. In addition, a daily fee can be charged if OCWUT requests a no-notice emergency generator back up service. The daily operating fee will not be charged, for the initial, quarterly, or annual scheduled tests.

Cost Plus for Fuel – OCWUT requires a cost-plus percentage for fuel and any necessary weather-related additives.

Penalty Clause

If in any month, the generators are not fully operational under a load within two hours of notification of a power outage for the Treatment Section or within three hours of notification for the High Lift Section, the Proposer will credit OCWUT the full monthly fee indicated on Proposal Form B – Schedule of Fees.

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Professional Services Agreement

Attachment “B”

List of Products, Solutions, Deliverables

Attached behind this page is a copy of the Contractor’s Project Schedule and Technical approach which must be provided with supporting documentation by the Contractor and in accordance with the requirements of this Agreement.

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4.4 Organizational Overview-Clifford Power Systems, Inc.

a. History, Background and Overview of Clifford Power Systems

Company History

Founded in 1985 by brothers Ken and Tom Clifford, Clifford Power is now the largest independent generator company in America. The first branch established beyond the Tulsa corporate office was in Oklahoma City (which will be responsible for managing any Performance Service Agreement with OCWUT) over 35 years ago. Additional locations established through the years beyond Oklahoma borders are Texas, Arkansas, and Kansas. With over 38 years in the power generation industry, Clifford Power is the Largest Independent Generator Company in America and proudly established and maintains our corporate office in the Great State of Oklahoma. Our staff collectively holds over 1000 years of experience in the generator industry. As we've grown, we have maintained our commitment to providing the expertise and exceptional service that Clifford Power was founded upon.

The Power of Dependability®

Our core focus is power generation, and our professionals are committed to ongoing professional development to hone their skills with the latest technologies and industry requirements. We provide a total solution from identification of the right power system to equipment sales, service maintenance, emergency support, rental, and parts. A unique aspect of our business is the scale of our operation. Clifford Power Systems has thirteen locations spanning a five-state region, so we still maintain the local personalized client service approach combined with the resources of a large company. Additionally, we provide services 24 hours a day, seven days a week. We call it *The Power of Dependability*. This gives Clifford Power Systems' clients peace of mind that they will always have power when and where they need it.

What We Do

- **Service:** Proactive maintenance is vitally important to your backup power systems performance. Consistent planned maintenance identifies, diagnoses, and corrects minor issues before they become critical. Our mission is to provide service above and beyond your expectations. With over 10,000 generator systems in service, Clifford Power is a preferred leader in the power generation industry. We provide planned maintenance programs and comprehensive repair services designed to ensure maximum reliability. Our certified generator technicians are experienced in servicing all makes and models and receive ongoing training.
- **Equipment Sales:** Clifford Power professionals provides guidance in generator equipment options, code compliance, installation, and lifecycle maintenance to define a solution based on our customer's specific needs. We work hand-in-hand with our customer's every step of the way, from generator sizing to long-term support after the purchase. As an authorized distributor for **Generac Power Systems®** and **Siemens Gas Engines®**, Clifford Power is the leading provider of power equipment throughout the South-Central United States, offering a wide range of power products to meet the most critical demands.
- **Rental:** Clifford Power specializes in portable on-site power for any emergency, event or need. Be it large scale power outages due to weather/storms or smaller applications, our team stands



ready 24/7/365 to respond to our customer's needs. Our extensive fleet of rental generators is well maintained, and we cover a broad range of towable power solutions from 6kW to your maximum power requirement. Our rental experts can help design the right power solution to fit your needs whether you require the minimum of simply needing a generator, or, if you prefer a complete (turnkey) solution in which we provide comprehensive project management with certified generator technicians on call to assure your generator power needs are met.

- **Parts:** Clifford Power Parts Representatives are standing by to source the parts needed for any generator system. Our professional parts staff has the experience to deliver the right part for any system, and with quick delivery.
 - OEM or Universal Parts for Virtually All Makes and Models
 - We are an Authorized Distributor for Generac Power Systems®
 - \$1.5 Million Parts Inventory
 - Same or Next Business Day Delivery Available for Most Items
 - Parts for Generators, Automatic Transfer Switches, and All Related Power System Equipment
 - To purchase parts, call us at 1-800-324-0066 Ext.3, email at partsinquiries@cliffordpower.com, or select the quote request button shown above.

b. Location of Closest Office

7300 Melrose Lane
Oklahoma City, OK 73127

c. Customers

Clifford Power supports the temporary power needs for over 15,000+ customers. See customer list under section 4.5 *Experience* and *Proposal Form A – References* for further details.

d. Employees

Clifford Power has 10 branch locations and 3 satellite offices with 24/7 service availability to meet our customer's needs. We currently have **178 dedicated, fulltime employees**; 78 of which are certified generator technicians. Our staff is equipped with the industry experience, technical expertise, and internal support structure to support this account.

Electrical Generator Systems Technician Certification Program (EGSA)

EGSA is the only nationally recognized power electrical generator systems certification program in the USA. Through rigorous testing, the program will identify those technicians who not only have a broad knowledge of electricity, mechanical and electrical components, and the interaction between them, but are proficient in the installation, service, maintenance, and repair of On-Site Power generation systems. Presently, 75% of Clifford Power technicians, and 90% of our OKC technicians, hold EGSA certification while we continue to work towards a goal of 100% of our technicians being certified.



e. Duration and experience with the Scope of Service requirements

Clifford Power Systems, Inc. has been providing back-up generator power on the Hefner Water Treatment Plant site for over 3.5 years. We continue to strive to provide prompt and reliable electric power to the entirety of the plant in the event of a utility power source loss.

Clifford Power Systems, Inc. has many occasions of turnkey setups for multiple parallel generators. Hospitals, municipal water and wastewater systems, manufacturing, etc. have relied upon Clifford Power Systems to provide these services in both times of emergency and for general operations. One recent emergency event occurred at the Deer Creek Wastewater Treatment Plant. Inframark contacted Ed Betchan and requested a generator (1MW) which was outside the parameters of OKC contract PSA C209020. Within a few hours, we located and deployed a generator and technician to assist in the setup of the generator to get the Plant operational. The point of contact for Inframark was David Barton, 405-249-2141.

4.5 Experience

Clifford Power Systems, Inc. has been providing back-up generator power on the Hefner Water Treatment Plant site for over 3.5 years. We continue to strive to provide prompt and reliable electric power to the entirety of the plant in the event of a utility power source loss.

Our core focus is power generation, and our professionals are committed to ongoing professional development to hone their skills with the latest technologies and industry requirements. We provide a total solution from identification of the right power system to equipment sales, service maintenance, emergency support, rental, and parts. A unique aspect of our business is the scale of our operation. Clifford Power Systems has thirteen locations spanning a five-state region, so we still maintain the local personalized client service approach combined with the resources of a large company. Additionally, we provide services 24 hours a day, seven days a week. We call it *The Power of Dependability*. This gives Clifford Power Systems' clients peace of mind that they will always have power when and where they need it.

Clifford Power Systems, Inc. has over 38 years of experience in the generator power industry. As the largest independent generator company in the United States, with a large pool of talent, we stand ready to provide superior service in all aspects of the generator power industry.

For references, please see *Proposal Form A – Reference Form* on bid documents. Additionally, in 4.7.

Additional rental customers in the OKC area/territory:

- Inframark – Deer Creek WWTP (Emergency Response related)
- Oklahoma Youth Expo
- Seaboard Foods (Emergency Response related)
- Chickasaw Telephone Company (Emergency Response related)
- American Tower Corporation (Emergency Response related)
- Hanor Farms (Emergency Response related)
- Peak Oilfield Services



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- McDonald's (Emergency Response related)
- Shawver & Son (General rentals & Emergency Response related)
- General Materials, Inc.
- LDR Site Services (Emergency Response related)
- Oklahoma City Zoological Trust
- 360 at Founders Plaza
- Young Contracting, Inc.
- Davita Dialysis (Emergency Response related)
- City of Geary (Emergency Response related)
- Prague Regional Memorial Hospital
- BOK Financial (Emergency Response related)
- BancFirst (Emergency Response related)
- OETA
- Carnegie Tri-County Municipal Hospital
- Logan County Rural Water District 3 (Emergency Response related)
- Osborne Electric
- Sac & Fox Casino
- Kontoor Brands (Emergency Response related)
- Lingo Construction
- Hope Community Services
- Ranchwood Nursing Center
- Omniplex Science Museum
- Oklahoma State Fair, Inc.
- Stonegate Senior Living (Emergency Response related)
- PATCO Electrical Services (Love's Travel Stop) (Emergency Response related)
- Community Hospital
- ServiceMaster by RSI (Emergency Response related)
- Fox Sports Production
- Children's Medical Research
- Nestle Purina (Emergency Response related)
- Dane & Associates Electric
- Ross Electric
- Enlisted Electric
- Libra Electric

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4.6 Outline of Proposed Scope – Proposal

Upon acceptance of PSA for temporary power generators for the Hefner Water Treatment Plant by the contracting entity, coordination between the parties will be established for the most efficient, timely and cost-effective efforts with the needs of the contracting entity as the foremost aspect of the installation, maintenance, testing, and overall performance of back-up generator power.

Commission:

Generators to remain on site for the duration of the PSA. Cables to remain connected to transformers. Being that Clifford Power generators are currently on site for the existing contract, are connected, have been tested and proven to be capable of proper performance, there will be minimal actions required for commissioning. There is (1) 2MW generator currently on site (serving as a back-up) that is connected to neither the Treatment Section nor the High Lift Section. This generator is currently located on the High Lift (East) side of the plant. This “back-up” generator will be connected and paralleled with the current setup on the High Lift side.

Upon completion of commissioning, a request will be made to fully test both sides of the plant. This will be completed no later than 30 days from both parties entering contractual acceptance. Generators will remain online for a minimum of 1 hour so that all system functions can be verified by both City of OKC personnel and Clifford Power Systems personnel.

Additionally, a variety of components/parts will be stored for timely response of generator repairs. Parts to include but not limited to fuel filters and batteries. Timely resupply of depleted parts will be adhered to within the next business day.

Upon acceptance of the PSA and successful commissioning testing, Clifford Power Systems, Inc. would like to discuss the installation of Shore-Power to provide constant power to the block heaters and battery chargers. This installation would be done at the expense of Clifford Power and would be expected to remain on premises at the conclusion of the PSA.

Maintenance: Monthly, Quarterly, Semi-annual, Annual, and Bi-annual

Documentation regarding the maintenance can be provided to the contracting entity within 30 days upon written request.

Monthly: Checks all generators to include, but not limited to: Fuel Level (to be kept at a minimum of 75%, or 1,500 gallons per unit), Fluid Levels (oil and coolant) and top off as needed, Batteries condition, check for fluid leaks, test run generators, and connect each generator breaker to transformer buss.

Visual check cables and connections to both generator(s) and transformer(s). Immediately perform or schedule any known repairs/replacement of individual components or entire generator.

Anticipate monthly checks will be performed between the 10th and 25th of each month.

Quarterly: Will include all monthly checks. Additionally, coordinate with City of OKC site personnel to connect Treatment Section load to generators for a minimum of 1 hour. Extended run time of 4+ hours to accommodate additional testing of City of OKC property/equipment **and** requested by City of OKC personnel will be considered a “Daily Operating Fee” situation detailed in the “Proposal Form B – Schedule of Fees.”

Prefer quarterly checks be performed March, June, September, and December.

Semi-annual: To include monthly and quarterly checks. Additionally, check belt and hose conditions. Check air filters. Check specific gravity of battery cells. Check water level of battery cells and top off with distilled water as needed. Check coolant freeze point and specific gravity.

Prefer semi-annual checks be performed March and September.

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See below "Maintenance Sample L1 April2023" for comprehensive list of checks.



Maintenance Sample
L1 April2023.pdf

Annual: To Include all monthly, quarterly, and semi-annual checks. Additionally, coordinate with City of OKC site personnel to connect both the Treatment Section and High Lift Section load to generators for a minimum of 1 hour. Extended run time of 4+ hours to accommodate additional testing of City of OKC property/equipment **and** requested by City of OKC personnel will be considered a "Daily Operating Fee" situation detailed in the "Proposal Form B – Schedule of Fees."

Prefer annual checks be performed in September.

Bi-Annual: To include all monthly, quarterly, semi-annual, and annual checks including coordinating with City of OKC site personnel to connect both the Treatment Section and High Lift Section load to generators for a minimum of 1 hour. Additionally, change engine oil, oil filter, and fuel filters regardless of hours ran since prior oil change.

Extended run period: If at any time generators are ran for up to 500 hours since a prior oil change, then engine oil, oil filters, and fuel filters will be replaced as part of general maintenance. An oil sample will be taken and sent for analysis at time of oil change.

Annual Fuel Maintenance: Each year during the annual maintenance, a fuel sample will be taken and sent for analysis. Fuel treatment will be added to condition the fuel in preparation for cold weather.

Cold Weather Preparation: As provided in the "Scope of Services" generators will be ran up to operational temperature no more than 4 days, and no less than 2 days, prior to forecasted temperature to remain below 32 degrees Fahrenheit for a period of 48 hours. Also, stage auxiliary generators to power the engine block heaters to maintain engine block temperature in optimal operational range. Test run generators daily when temperatures remain below 32 degrees Fahrenheit.

Emergency Response:

In the event of an actual utility power source failure, a Clifford Power Systems technician will be dispatched to Hefner WTP. Clifford Power Technician will be responsible for starting/running generators and verifying proper connection of each generator on-site to the low voltage (480V) side of the transformer. Upon arrival, technician will consult with City of OKC Hefner WTP personnel as to which side(s) of the plant to bring online, and in which sequence. This will be performed within the allotted time, per the PSA, to provide emergency power within 2 hours of notification for the Treatment Section and an additional 1 hour to bring the High Lift Section online. The technician will monitor the generator(s) and other components up to the low voltage (480V) side of the transformer to ensure proper operation. Technician will also monitor fuel level/consumption and coordinate with Clifford Power Systems rental dept. for fuel delivery so there is no interruption of power due to running out of fuel. When utility power is restored, the technician will coordinate with City of OKC plant personnel to ensure proper disconnect of generator source. Generators will remain running until City of OKC plant personnel give notification that there is no longer any anticipated need for generator power. The technician will shut down generators and perform checks to verify the stand-by generators are ready for any future power interruptions. The technician will coordinate with on-site personnel that all systems are in proper operational order.

Failure to meet the requirements of the "Penalty Clause" detailed in the "Scope of Services" within RFP OCWUT 02-24 will result in the credit to OCWUT the full monthly fee indicated on Proposal Form B-Schedule of Fees.

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Fuel Providers: Clifford Power Systems, Inc. has multiple active vendors for fuel delivery.

Fuel vendors are: Hampel Oil, Penley Oil, AEG Petroleum, RelaDyne (Suncoast Resources), Delco Diesel Services, Commercial Lubricators, and Red Rock Distributing Co.

Decommissioning:

[Electrical Disconnect] – Disconnect and remove 4/0 cables which are owned by Clifford Power Systems. Verify all “pigtailed” owned by the city and connected to transformers are in good condition. Any pigtailed determined to be in unacceptable condition will be marked and brought to the attention of City of OKC site personnel. Restore all facility components to their original state.

[Removal] - Transport generator(s) and other components originally provided by Clifford Power Systems off site.

Verify with City of OKC site personnel that removal of Clifford Power Systems equipment is complete and that all equipment which Clifford Power Systems was connected to and owned by City of OKC is in proper operational condition.

Proposed Methodology

1. Processes and techniques used to understand the services to be provided under the PSA:
 - a. Team meetings are held discussing the PSA, customer requirements, process, and internal workflow to ensure a smooth transition during implementation and ongoing execution of awarded services. We encourage proactive communication to ensure expectations are being met and concerns are identified and resolved timely.
2. Problem Solving:
 - a. Clifford Power is in the business to solve customer problems. Our staff engages in continued professional development and ongoing training to provide customer's the technical support and applications required to keep critical equipment reliable. In addition to our field technicians, we have an internal department dedicated to Technical Support. This is a team of highly experienced, certified technicians who have transitioned out of field work and serve as technical advisors for equipment diagnostics, customer consulting and onsite training. We strive to be an employer of choice and recruit the talent needed to provide customers an all-inclusive partner for their power needs.
3. Value Engineering:
 - a. At Clifford Power Systems we are dedicated to power generation, it is our core focus. We provide customers value engineered power solutions through:
 - i. Customized service programs, frequency and billing schedule needs.
 - ii. Power Equipment Solutions including standby, mobile, and prime power.
 - iii. Demand Response Partnerships: Utility programs are available for businesses to use standby generators to help maintain electrical grid stability during emergency situations for prevention of rotating utility outages.



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- iv. **National Account Services:** For clients that maintain multiple generators spanning broad geographies, Clifford Power Systems' national accounts team provides a single point of contact for all your temporary power needs.
4. **Timely Emergency Response:**
 - a. With a large footprint covering the Central and South-Central U.S., we have the advantage of drawing upon our companywide service resources to support area specific events and emergency needs.
 - b. We use multiple freight vendors for logistics and to provide our customers with the quickest equipment deployment.
 - c. We work closely with vendors to provide on-site fuel delivery to keep vital equipment up and running.
5. **Maintaining schedules:**
 - a. We utilize the GP/Winsoft platform which has the Mobile Tech tool allowing us to provide real time data in the field with our technicians. With this platform tied into our GPS software we can provide more efficient scheduling.
 - b. Our services are scheduled to meet the customers' needs and demands.
 - c. With 10 branch locations, 70 technicians and a cross-trained internal staff we can schedule, dispatch, and manage services from any location. Our quality control program allows us to make sure the customers' requirements are met.
6. **Staff sizing and roles:**
 - a. We have 10 branch locations and 3 satellite offices with 24/7 service availability to meet our customer's needs. We currently have 178 employees, 78 of which are technicians. Our departments include service, rental, parts and new equipment.
7. **Company workload in proportion to the services outlined in the PSA.**
 - a. Clifford Power is equipped with the industry experience, technical expertise, and internal support structure to support the OCWUT Hefner WTP account.
8. **Coordination of work with Subcontractors:**
 - a. We do not anticipate needing to subcontract any of the PSA. In the event we need a subcontractor, we have an extensive network of experienced and trusted vendors. Our service teams utilize these partners as needed and schedule accordingly to make sure we are meeting our customers' expectations and timelines. Our subcontractors are held to the same quality standards that our customers expect from us.

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Quality & Safety Program

1. Quality Assurance/Control

- a. Clifford Power has regular training for all technicians. These programs keep the employee up to date on the latest industry knowledge as well as teaching them additional skill sets for work improvement. All training documents are kept in a quality control file with our Technical Support team.
- b. Clifford Power conducts semi-annual evaluations of all employee's performance kept on file with the HR department. Additionally, all technicians have regular training and work audits from our Technical Support team to ensure quality of workmanship.
- c. Clifford Power has rigid standards that all technicians are held to. All technicians must submit multiple reports of work performed signed off on by the customer and the technician to ensure work was performed and the customer was satisfied. All policies and procedures are regularly reviewed and updated in the quality control documentation.

2. Safety Program

- a. Safety Policy Statement - It is the practice of Clifford Power Systems to create a safe working environment; this effort will be actively made utilizing all reasonable means, methods or controls. The purpose of our safety program is to reduce incidents/accidents and to minimize injury. Cooperation of employees and management in observing this safety policy will provide safe working conditions, minimize incidents/accidents and will be a mutual advantage for all concerned. Each employee must make safety and risk management paramount in their daily efforts to preserve the vitality of their own well-being, as well as the corporation.

Under the "General Duty Clause" of the Occupational Safety and Health Act of 1970 (29 USC 654 (a) & (b)) there is a dual obligation set forth for both employers and employees. We believe that there is a safe way to accomplish every task required in the company, and we have an obligation to provide the safest working environment possible. On the other hand, employees are obligated to follow safety rules and procedures set forth by the company in order to ensure their own safety. It will take the effort of each employee to accomplish our goal of reducing accidents. Every employee has the responsibility to prevent accidents and injuries by observing safety rules while working, by following the directions of supervisors, by practicing the principles and skills taught in safety training, and by providing ideas on how our safety efforts might be further strengthened. Through these multiple efforts we hope to create work environments that provide the highest level of safety for all employees.

- b. Safety Director: Chelsey Burns 918-359-2154

4.7 References



OCWUT References
2023 CliffordPower H



4.8 Schedule

Within 5 business days of PSA finalization, connect 3rd generator (has been a back-up for both sides of plant for the past 3.5 years) currently located on the High Lift Section side of the plant.

Upon completion of connection and testing up to the low voltage (480V) side of the transformer, a request to OKC City personnel for an “Initial Test” will be initiated by Clifford Power Systems, Inc. main contact. This test is expected to be scheduled within 6-20 business days from finalization of the PSA. The test will involve closing generator breakers to the transformer buss thereby connecting paralleled generators to the low voltage side of the transformers on each side of the plant, both the Treatment Section and the High Lift Section. City of OKC Plant personnel will be responsible for isolating the Treatment Section from the High Lift Section. Failure to isolate these sections from each other will cause catastrophic damage to the generators. Prior to closing switches connecting the transformer to the plant loop, consultation will be initiated to discuss the process, including but not limited to proper voltage and correct phase rotation.

Once connection is made to complete the circuit and generator power provided to the isolated loops, generators will carry the full load on both sides of the plant for a minimum of 1 hour. Extended run time can be discussed if City of OKC Plant personnel require additional time for testing facility equipment. Extended run time of 4+ hours to accommodate additional testing of City of OKC property/equipment **and** requested by City of OKC personnel will be considered a “Daily Operating Fee” situation detailed in the “Proposal Form B – Schedule of Fees.”

4.9 Statement of Fees

From Proposal Form B -Schedule of Fees

Estimated number of days from contract award date to have equipment on site - N/A
(equipment already on site)

\$2,000 - Commissioning Fee (Install Fee)

\$86,950 - Monthly Fee (On-site Generators)

\$5,200 - Operating Fee (Daily)

\$26,000 - De-commissioning Fee (Removal Fee)

10% - Cost plus for fuel and related additives

Any adjustment to unit pricing will be calculated based on section “3.11 Cost Adjustment Terms” detailed in RFP OCWUT 02-24.

Professional Services Agreement

Attachment “C”

Schedule of Fees

Attached behind this page is a copy of the Schedule of Fees and rate card which provides the rate of payments upon which the Contractor may be paid in accordance with this Agreement.

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Supplier: **Clifford Power**

City of Oklahoma City
and its Trusts

RFP OCWUT 02-24 Hefner Water Plant – Emergency Generators

Proposal Form B – Schedule of Fees

**Hefner Water Treatment Plant
3827 West Hefner Road
Oklahoma City, OK 73120**

Estimated number of days from contract award date to have equipment on site.	n/a Generators already on site
Commissioning Fee (Initial Install Fee)	\$2,000
Monthly Fee (On-site generators)	\$86,950
Operating Fee (Daily)	\$5,200
De-commissioning Fee (Removal Fee)	\$26,000
Cost plus for fuel and related additives	10%

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Professional Services Agreement

Attachment “D”

Contractor’s Project Team

Attached behind this page is a copy of the Contractor’s Project Team.

The Contractor may not modify, revise, or change any other member of the Contractor’s Project Team without the prior written consent of the General Manager of Trust or designee which if the Contractor clearly and convincingly presents verifiable documentation and information that the Contractor’s Project Team replacement is equally skilled with the listed team member, the General Manager of Trust or designee, consent will not be unreasonably withheld.

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4.3 Executive Summary

Jeremy Lewis: President (Corporate Office-Tulsa)

Jeremy began his career with Clifford Power in 1994 as a shop technician, earning a series of promotions to Field Technician, Lead Technician, Tulsa Service Manager, Director of Service and Training, VP of Central Operations, and VP of Corporate Operations. Jeremy was appointed President of Clifford Power Systems, Inc. in 2017.

Throughout Jeremy's career with Clifford Power, he has managed various service operations with increasing success - implementing best practices, efficient processes, responsible business practices, and keeping our focus on the core values that Clifford Power was founded upon: providing industry-leading service to our customers and being the employer of choice in our industry.

With a career spanning more than 20 years with Clifford Power, Jeremy has extensive knowledge of our company and the industry we serve. As President, he oversees the strategic direction of Clifford Power, with more than 165 employees and branch locations throughout six states, including Oklahoma, Kansas, Texas, Arkansas, Missouri, and Illinois.

Rhonda Mills: Vice President, Operations (Corporate Office-Tulsa)

As Vice President of Operations, Rhonda is responsible for the operations for all Clifford Power locations. She ensures each location is meeting the service level commitments to all customers, and consistently implements company policies and procedures. She is also responsible for maintaining appropriate staffing levels to best serve our customers and ensuring that all facilities are properly maintained.

Rhonda began her career at Clifford in 2015 as Corporate Parts Manager. Rhonda was promoted to VP, Operations in May 2016 where she can leverage her business acumen and experience across industries and cultures to drive extraordinary results. She has over 25 years of experience in executive level management, supply chain management and business development. Rhonda has a diverse background including international business, start-ups, system implementations, leadership development, and strategic planning.

Rhonda received her Bachelor of Business Administration degree from Langston University and an Associate in Accounting from Tulsa Junior College. She is also one of only ten thousand worldwide to hold a certification in Supply Chain Management by The Association of Operations Management (APICS). Her professional associations include The Association for Operations Management (APICS), U.S. Women's Chamber of Commerce, Tulsa Area United Way Women's Leadership Council and Member of the Owasso School Board.



4.10 Personnel Assigned

Phone Numbers to be answered 24 hours, 7 days a week: 405-761-0204, 800-324-0066

Ed Betchan-Rental Sales Account Manager (Oklahoma City) **Key contact:** 405-761-0204.

Office Location: 7300 Melrose Lane, Oklahoma City, OK 73127

Manage all aspects of rental generators/equipment to be delivered, commissioned, operated, and decommissioned upon completion of the 5-year contract (extension not withstanding).

Prior EGSA certification. With 6 years of generator technician training/field operations including paralleling systems, Generac certification for MPS which includes paralleling Generac generators.

Commission of back-up power packages, systems controls, and maintenance/repair of generators and Automatic Transfer Switches (ATS's). 7 years rental account management experience. Responsible for overseeing all aspects related to permanent and mobile power generation including logistics and coordination of commissioning, testing and operations of temporary electrical power including "turnkey" complete power packages. Able to oversee multiple projects at once with multiple occurrences related to emergency response including ice storms, tornados, and hurricanes where there is widespread power outages for long periods.

Terrie Hendricks-Senior Rental Coordinator (Tulsa/Oklahoma City)

Helped establish the Clifford Power Systems, Inc. rental department over 24 years ago and is responsible for most of the practices and policies utilized by the department.

Assist in all aspects of rental generators/equipment. Also, generate invoice every billing cycle.

Assist in scheduling regular maintenance of generators. Responsible for cost audit for billing purposes materials such as fuel, fuel treatment, etc.

Clifford Power Systems-Senior Rental Coordinator (21 yrs.)

Alan Farley-Branch Operations Manager (Oklahoma City)

Oversee all personnel involved including the Oklahoma City individuals on this page and OKC technicians that would be on site during times of generator(s) running and maintenance.

27 years of experience with Clifford Power Systems. Having held various positions including Branch Manager (14 yrs.), and Service Technician (13 yrs.). Former certification in Kohler Industrial and Generac Commercial Level 2.

Tandi Curby-Service Scheduling/Dispatch (Oklahoma City)

Schedule and Dispatch of technicians during times of generators running. Also, plan and schedule regular maintenance of generator(s) on-site at Hefner WTP.

Less than 1 year experience in this role for Clifford Power Systems.

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Resumes of Personnel Assigned

Edward (Ed) Betchan

Edmond, OK LinkedIn: Ed Betchan

Certifications: EGSA (Electrical Generating Systems Association), Generac MPS, OSHA 10 hour and NFPA 70E and multiple individual private company certifications required to perform work for on company sites (Transcanada/Keystone, Chesapeake Energy, OG&E, Devon Energy, Koch Industries)

Education:

Oklahoma State University-Oklahoma City (OSU-OKC)

Major: Wind Turbine Technology

Oklahoma State University, Stillwater, Oklahoma

Major: Television Production with a focus on Television Engineering

Minor: Sociology

Internship: 3 semesters with Educational Television Services

Northeastern Oklahoma A&M Junior College, Miami, Oklahoma

Major: Television Production with a focus on Television Engineering

Work Experience:

2011-Present **Clifford Power Systems, Inc. Oklahoma City**

Rental Sales Account Manager

Responsible for all aspects of the Oklahoma City Rental Department. Emergency response on a 24/7/365 basis is uppermost in the requirements of responsibilities. Work directly with cliental to assess and manage generator rental needs for multi-faceted temporary generator power needs. Procure equipment. Arrange Freight to move equipment. Calculate fuel consumption and arrange/manage fuel delivery. Coordinate with service dept. to facilitate equipment maintenance/repair and on-site customer labor needs.

Field Service Technician

MPS (paralleling, Industrial, Commercial and Air/Liquid Cooled Residential Certified).

Advanced quickly to full certification in the Generac training program. Gained experience in reading electrical schematics and diagrams as well as troubleshooting all types of engines, gensets and automatic transfer switches (STS). Commissioning all kW ratings of Generac generators and amperage ATS's. Also, commissioned other manufactured ATS's including Eaton and Thompson. As a member of a team but usually solo, I have to be self-motivated, have a strong work ethic and pay strict attention to detail. Preventative Maintenance is a key component of the company and requires knowledge on a broad spectrum of manufacturers and proprietary components. Customer service and interaction is a daily, and many times, prolonged occurrence requiring a special skill set. Organizational skills to attain efficiency and complete paperwork are also a daily necessity. Strong driving skills including defensive driving and trailer towing is required daily. Safety practices are also stressed and adhered to in a great variety of circumstances. I contributed to this as my branches Safety Supervisor which required weekly safety discussions and ensuring safe practices with inherently dangerous equipment as well as confirming compliance with state and national safety standards.

2010-2011 Global Energy Services (GES, Inc.), Hammon, OK

Wind Turbine Technician, Red Hills Wind Farm

Certified Technician Level 1

Joined a well-honed operational wind farm comprised of 82 Acciano 1.5MW wind turbines. Consistent Availability of 98+. Safety Rule and Regulations were highly stressed and always adhered to. I gained



immediate experience by entering as a Wind Turbine Technician during the middle of the 18-month maintenance cycle. Also, gained troubleshooting experience during the regular day shift, but really accelerated attaining knowledge during on call (after hours) shift. Learned the inner working of a wind farm regarding Operations/Maintenance, parts, tools, lubricants, expendables, paperwork, as well as individual and team responsibilities.

TERRIE HENDRICKS

Owasso, OK

SUMMARY / SKILLS

*Leadership Characteristics *Problem Solver *Pro-Active Thinker *Detail-Oriented

I am enthusiastic, self-motivated, and reliable with a proven work history of more than 30 years. I work well both in a team environment as well as own initiative. I thrive under pressure and adhere to strict deadlines.

EXPERIENCE

Senior Rental Coordinator | Clifford Power Systems**2013 – Present**

Upon my return to Clifford Power Systems I assumed the role of the Senior Coordinator with the same responsibilities as the Rental Coordinator along with additional responsibilities for managing and training the Rental Coordinators in other territories.

Compliance and Accounting Administrator | Luxa**2010 – 2013**

Luxa was a sister company to Clifford Power Systems that managed their Accounting and Payroll. Responsibilities as Compliance Administrator was to make sure that vendors were compliant with Insurance Certificates and maintaining vendor files. On the Accounting side responsibilities included tracking overall expenditures, job costing of rental jobs and prepare rental commissions for month end payroll purposes.

Rental Coordinator | Clifford Power Systems**1999 - 2010**

Responsibility of rental coordinator is to ensure projects run smoothly and are profitable as well as exceed our customer's expectations for timeliness, quality and overall experience. Coordinator manages all aspects of the job from scheduling equipment to jobsites, to invoicing the customer. Other responsibilities include assisting the salesperson with quotes, tracking maintenance on rental equipment and working directly with our Service Department.

Project Manager | Newco Valves**1994 – 1999**

Newco Valves was a manufacturer of gate, globe and check valves used in the Oil & Gas Industry.

Secretary to VP Of Operations | Agricultural Minerals Corp**1989 – 1994**

Agricultural Minerals Corporation was a manufacturer of Nitrogen Fertilizer for the agriculture industry.



CLIFFORD
POWER
The power of dependability®

TANDI CURBY
Special Abilities

- Materials Management
- Personnel Scheduling
- Logistics Coordination
- Purchasing
- Inventory Management
- Kanban & Jit
- GP systems

Material Requirements Planning (MRP)

Experience

Clifford Power Systems, Inc. 2022 - Present

Service Coordinator/Dispatch

- Schedule technicians for hundreds of preventative maintenance jobs each month. Adjust schedule to accommodate immediate need when a customer's equipment has a mechanical failure.
- Coordinate with customers to provide timely response to their individual needs.
- Emergency Response to dispatch technicians in an efficient manner.

Scott Manufacturing 2020 - 2022

Production Planner/Raw Material Scheduler (Team Lead)

- Examining work orders, customer requests, expected delivery dates, and inventory availability to efficiently create an actionable and efficient production.
- Corresponding with customers via email and telephone.
- Determining the required materials and generating purchase orders.
- Ensuring the consistent and adequate supply of materials necessary for production.
- Scheduling and overseeing the supply and delivery of materials.
- Coordinating with other departments regarding production goals and timelines.
- Receiving material and creating work orders for production.
- Forecasting customer's need.

Convalescent Care 08/11 - 08/17

Caretaker

- Assisting and aid clients with grooming needs.
- Escorting clients to appointments and activities.
- Preparing meals and perform housekeeping tasks.
- Administrating medications and remain alert to changes in client's health.

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Stephanie Benson: Vice President, Sales (Corporate Office-Tulsa)

As Vice President of Sales, Stephanie is responsible for developing annual sales plans and budgets for all Clifford Power sales channels. She ensures each location is meeting the service level commitments of all customers and consistently implements company policies and procedures.

Stephanie began her career with Clifford Power Systems in 2008 as a Branch/Sales Operations manager of our corporate facility in Tulsa, OK. In this capacity, she managed a local team of sales representatives, operations staff, and administrative personnel. With proven success, she accepted new challenges and promotions within our organization including Business Development Manager for sister company Luxa Enterprises, Corporate Operations Director for Clifford, Regional Sales Manager, Service Sales Director, and Director of Service and Rental Sales. With her extensive knowledge of our industry and organization, Stephanie was appointed Vice President of Sales at Clifford Power in 2017.

Stephanie received a Bachelor of Science in Marketing/ Sales Emphasis from Northern Illinois University in DeKalb, IL. She began her MBA studies at Liberty University graduating in 2008 with Magna Cum Laude Honors.

Danny Pruitt: Director of Rental Sales (Mansfield, TX)

As Director of Rental Sales, Danny is responsible for the various aspects of the rental department and all locations that the rental department operates. He continually works with the Rental Sales Account Managers to ensure a high level of service to rental customers.

Danny began his career with Clifford Power Systems in 2000. He was hired as a Sales Manager and also worked as Branch Operation manager for the DFW market. He was later promoted to Regional Operations Manager for Texas operations. He moved his sales and operations experience to the rental department in 2020 as Director of Rental sales. As director of rental sales, he is responsible for training sales staff, equipment purchases and overall profit of the rental division of Clifford Power.

Danny has over 45 years of power generation experience. He is certified by the Milwaukee school of engineering for GPS120 paralleling concepts and implementation, GPS120 generator sizing. He attended and completed MQ technical service training, MQ application and marketing. He holds several certificates for power generations systems.

Throughout Danny's career he has been involved in sales and marketing for Cummins Diesel products, Kohler Power Systems, Multiquip, Katolight and Generac. He sold one of the largest Cummins power generation orders that consisted of 77-2MW units and paralleling switchgear.



Project Team (Personnel Assigned)

Ed Betchan-Rental Sales Account Manager (Oklahoma City) **Key contact**: 405-761-0204, 800-324-0066. Manage all aspects of rental generators/equipment to be delivered, commissioned, operated, and decommissioned upon completion of the 5-year contract (extension not withstanding). Prior EGSA certification. With 6 years of generator technician training/field operations including paralleling systems, Generac certification for MPS which includes paralleling Generac generators. Commission of back-up power packages, systems controls, and maintenance/repair of generators and Automatic Transfer Switches (ATS's). 7 years rental account management experience. Responsible for overseeing all aspects related to permanent and mobile power generation including logistics and coordination of commissioning, testing and operations of temporary electrical power including "turnkey" complete power packages. Able to oversee multiple projects at once with multiple occurrences related to emergency response including ice storms, tornados, and hurricanes where there is widespread power outages for long periods.

Terrie Hendricks-Senior Rental Coordinator (Tulsa/Oklahoma City)

Helped establish the Clifford Power Systems, Inc. rental department over 24 years ago and is responsible for a great many of the practices and policies utilized by the department. Assist the "Key contact" in all aspects of the PSA. Also, generate invoice every billing cycle. Assist in scheduling regular maintenance of generators. Responsible for cost audit for billing purposes materials such as fuel, fuel treatment, etc. Clifford Power Systems-Senior Rental Coordinator (21 yrs.)

Alan Farley-Branch Operations Manager (Oklahoma City)

Oversee all personnel involved including the Oklahoma City individuals on this page and OKC technicians that would be on site during times of generator(s) running and maintenance. 27 years of experience with Clifford Power Systems. Having held various positions including Branch Manager (14 yrs.), and Service Technician (13 yrs.). Former certification in Kohler Industrial and Generac Commercial Level 2.

Tandi Curby-Service Scheduling/Dispatch (Oklahoma City)

Schedule and Dispatch of technicians during times of generators running. Also, plan and schedule regular maintenance of generator(s) on-site at Hefner WTP. Less than 1 year experience in this role for Clifford Power Systems but has proven herself highly capable.

Regarding "expertise in delivering solutions for similar Utilities" from the RFP, 4.3 Executive Summary, Clifford Power Systems, Inc. has many occasions of turnkey setups for multiple parallel generators. Many hospitals, municipalities, manufacturing, etc. have relied upon Clifford Power Systems to provide these services. One recent event occurred at the Deer Creek Wastewater Treatment Plant. Inframark contacted Ed Betchan and requested a generator (1MW) which was outside the parameters of OKC PSA C209020. Within a few hours, we located and deployed a generator and technician to assist in the setup of the generator to get the Plant operational. The point of contact was David Barton, 405-249-2141. Additionally, Clifford Power Systems has been on site at the Hefner WTP and BPS's #9, 15,21, and 22 for 3.5+ years.

Professional Services Agreement

Attachment “E”

Contractor’s Certificate of Insurance

Attached behind this page is a Certificate of Insurance provided by the Contractor to meet the Proposal requirements. The Contractor shall maintain the insurance throughout the term of the Agreement.

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CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Oklahoma, Inc. 208 North Mill St. Pryor OK 74361		CONTACT NAME: Diana Jones PHONE (A/C, No, Ext): E-MAIL: diana.jones@bbrown.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Insurance Company of Pittsburgh, Pa. INSURER B: Travelers Casualty Insurance Company of America INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 19445 19046
INSURED Clifford Power Systems, Inc 9310 E 46th St N Tulsa OK 74158				

COVERAGES

CERTIFICATE NUMBER: CL233140095

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GL 5180216-2023	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA 2961642-2023	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	EX-1T29153A-23-NF	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	WC 012015943-2023	03/01/2023	03/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Employee theft of Client Property			106017893	01/01/2023	01/01/2024	\$2,000,000 \$10K ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Contracting Entity shall be listed as a Certificate Holder. This Pricing Agreement/Contract requires that Contracting Entity, including The City o trusts to this Contract/Agreement whether named herein or by reference only, be named as additional insured on the Bidder's insur Worker's Compensatio Liability Insurance, to the full limits of the policies and consistent with the same coverages available to the n additional insured endorsement which Contracting Entity is not compliant with this Pricing Agreement/Contract and shall be con Contracting Entity must be provided with a Certificate of In evidencing Contracting Entity's additional insured status prior to policy description shall state the following: "Additional insured(s) on the listed required in the contract. Additional Insured(s) on the listed policies are those required in the contract

CERTIFICATE HOLDER

CANCELLATION

The City of Oklahoma City and the Oklahoma City Water Utilities Trust 420 W. Main St., Suite 500 Oklahoma City OK 73102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Insurer D: HISCOX: Professional Liability- ANE1261364.23 3/1/23 to 3/1/24 \$1M/\$1M

C249012

Professional Services Agreement

Attachment “F”

Non-Collusion Affidavit Statement and Non-Discrimination Statement

Attached behind this page are copies of the Non-Discrimination Statement and Non-Collusion Affidavit forms which have been signed and notarized as required.

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NON-COLLUSION AFFIDAVIT

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.

→ THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ←

EDWARD BETCHAN
Type Name of Authorized Agent/Representative
Edward Betchan
Signature
RENTAL SALES ACCOUNT MANAGER
Title
CLIFFORD POWER SYSTEMS, INC.
Company Name
7300 MELROSE LANE OKLAHOMA CITY, OK 73127
Address Zip Code
405-384-5744
Telephone Number and Fax Number, if any

TO BE COMPLETED BY THE NOTARY:

State of * Oklahoma

County of * Oklahoma

[*State and County where notarized must be written in for bid/proposal to be considered.]

Signed and sworn to before me on this 26th day of July, 2023, by Edward Betchan
[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number: 20010892
[Oklahoma]

My Commission Expires: 9-4-23
[Date/Year]

David Rogers
Type Name of Notary Public

David Rogers
Signature of Notary Public

[49 Okla. Stat. 2011 §119]



NON-DISCRIMINATION STATEMENT

The Proposer agrees, in connection with the performance of work under this Agreement/Contract:

- a. That the Proposer will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, sexual orientation, gender identity, national origin, ancestry or disability. The Proposer shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, age, national origin, sexual orientation, gender identity, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Proposer agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;
- b. That the Proposer agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement/Contract.
- c. In the event of the Proposer's non-compliance with the above non-discrimination clause, this Agreement/Contract may be canceled or terminated by the Contracting Entity. The Proposer may be declared by the Contracting Entity ineligible for further Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Proposer.

THIS FORM MUST BE COMPLETED BY THE PROPOSER PRIOR TO AGREEMENT/ CONTRACT AWARD

Sign Here X



RENTAL SALES ACCOUNT MANAGER

Signature of Individual

Title

EDWARD BETCHAN

Printed Name of Individual

CLIFFORD POWER SYSTEMS, INC. 7300 MELROSE LANE OKC, OK 73127

Company Name and Address

Zip Code

405-384-5744

Telephone Number and Fax Number if any

Professional Services Agreement

Attachment “G”

Performance Bond

Attached behind this page is a copy of the Performance Bond which has been obtained by the Bidder which guarantees completion of the project intended in the bidding documents and the Contractor’s full and faithful execution of the work and performance of the Contract and for the protection of the Trust and all property owners against any damage by reason of acts or omissions of the Contractor or the improper execution of the work or the use of inferior, non-compliant defective materials or equipment. The Performance Bond is made in favor of the Trust and the City of Oklahoma City.

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Exhibit ____

Bond #4888860

PERFORMANCE BOND

CLIFFORD POWER SYSTEMS, INC., as the successful Proposer on the Oklahoma City Water Utilities Trust (OCWUT) Hefner Water Treatment Plant Emergency Generators request for proposals dated 06/28, 2023, and as "Principal" herein, Great American Insurance Company, a corporation organized and existing under the laws of the State of Ohio, as "Surety", are jointly and severally bound unto the OCWUT and its sole beneficiary, The City of Oklahoma City, in the amount of Two Hundred Thousand Dollars (\$200,000). in accordance with the terms and provisions hereof.

WITNESSETH:

WHEREAS, the Principal has been determined to be a successful proposer for OCWUT 02-24 Hefner Water Treatment Plant Emergency Generators RFP issued by the Oklahoma City Water Utilities Trust on or about the 10th day of May, 2023; and

WHEREAS, the Principal will be awarded a contract upon the provision of a properly executed Contract and Performance Bond as provided by the aforementioned proposal; and

WHEREAS, this Performance Bond is executed for the benefit of the Oklahoma City Water Utilities Trust and The City of Oklahoma City and is binding upon the Principal and Surety, their successors and assigns.

NOW, THEREFORE, the terms and provisions of this Performance Bond shall be as follows:

This Bond shall be enforceable in an amount of up to \$200,000 against the Principal and Surety, their successors and assigns, by Oklahoma City Water Utilities Trust and The City of Oklahoma City, for any and all costs, expenses, fees, change, damages, injuries, and losses incurred by the Oklahoma City Water Utilities Trust and/or The City of Oklahoma City for the failure of the Principal to fully and timely perform the Contract, executed pursuant to the aforementioned Proposal and incorporated herein by specific reference as though fully set forth, as solely determined by the Oklahoma City Water Utilities Trust and The City of Oklahoma City, performed by Principal as provided for in the Contract.

It is expressly agreed and understood by the parties hereto that no changes, amendments, or alterations in said Contract or the plan or mode of performance shall have the effect of releasing or limiting the obligations of the Principal or the Surety, or their successors and assigns, under this Bond. In addition, it is expressly agreed by the parties hereto that the rights provided by this Bond shall not limit any other right of the Oklahoma City Water Utilities Trust and The City of Oklahoma City under the Contract or by law to recovery for any costs, fees, loss, expense, or damages caused by the Principal.

The failure of Principal to meet regulatory requirements enacted subsequent to the date of this Bond shall not give rise to liability of Surety under this Bond.

Except as otherwise provided herein, this Bond shall not be cancelable, except that Surety may cancel upon one hundred and twenty (120) days written notice delivered to OCWUT and the Principal. In the event of such cancellation, be deemed an event of default under the Contract; provided,

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however, said default shall not be chargeable against the Surety of the canceled bond.


IN WITNESS WHEREOF, the Principal and the Surety have caused this Bond to be executed by its duly authorized officer and agents, respectively.

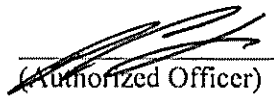
EXECUTED this 3rd day of August, 2023 by the Principal.

ATTEST:

CLIFFORD POWER SYSTEMS, INC.

Principal (Company Name)


(Witness - Secretary)


(Authorized Officer) Jeremy P. Lewis

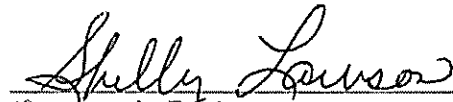
EXECUTED this 3rd day of August, 2023 by the Surety.

ATTEST:

Great American Insurance Company

Surety (Company Name)


(Witness - Secretary)


(Attorney-in-Fact) Shelly Lawson Attorney-in-fact

SEE ATTACHED SIGNATURE PAGE

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OKLAHOMA CITY WATER UTILITIES TRUST

APPROVED by the Trustees and signed by the Chairman of the Oklahoma City Water Utilities Trust this _____ day of _____, 2023.

ATTEST:

SECRETARY

CHAIRMAN

CONCURRED by the Council and signed by the Mayor of The City of Oklahoma City this _____ day of _____, 2023.

ATTEST:

CITY CLERK

MAYOR

REVIEWED for form and legality.

Assistant Municipal Counselor

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GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than Three

No. 0 21847

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Yolanda Harless	All of	All
Shelly Lawson	Pryor, Oklahoma	\$100,000,000
Kailey Riff		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 13th day of July, 2022.



Atty L C. B.

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 13th day of July, 2022, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 3rd day of August, 2023.



Atty L C. B.

Assistant Secretary



Surety Bond Seal Addendum

Great American Insurance Company

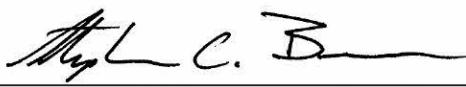
Great American Insurance Company ("Great American") has authorized its Attorneys-in-Fact to affix Great American's corporate seal to any bond executed on behalf of Great American by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Great American by its Attorney-in-Fact, Great American agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal were physically affixed to the face of the bond.

Dated this 15th day of August, 2022.

Great American Insurance Company



By 

Stephen C. Beraha, Assistant Vice President

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