

## **Solicitation RFP OCWUT 38-24**

### **Telemetry, SCADA Equipment and Support Services**

#### **Bid Designation: Public**



**City of Oklahoma City and its Trusts**

## **Bid RFP OCWUT 38-24**

### **Telemetry, SCADA Equipment and Support Services**

Bid Number	<b>RFP OCWUT 38-24</b>
Bid Title	<b>Telemetry, SCADA Equipment and Support Services</b>
Bid Start Date	<b>In Held</b>
Bid End Date	<b>Jun 12, 2024 4:00:00 PM CDT</b>
Question & Answer End Date	<b>May 31, 2024 5:00:00 PM CDT</b>
Bid Contact	<b>Mark Keesee</b> <b>405-297-2765</b> <b>mark.keesee@okc.gov</b>
Bid Contact	<b>City Clerk</b> <b>405-297-2391</b> <b>cityclerk@okc.gov</b>
Bid Contact	<b>Rebecca Cavnar</b> <b>405-297-1525</b> <b>rebecca.cavnar@okc.gov</b>
Bid Contact	<b>Stephen Krausnick</b> <b>405-297-2746</b> <b>stephen.krausnick@okc.gov</b>
Contract Duration	<b>5 years</b>
Contract Renewal	<b>1 annual renewal</b>
Prices Good for	<b>30 days</b>
Pre-Bid Conference	<b>May 24, 2024 1:00:00 PM CDT</b> <b>Attendance is optional</b> <b>Location: A non-mandatory Pre-Proposal Conference will be held tentatively on May 24, at 1:00 PM, Join the meeting now Meeting ID: 235 458 331 846 Passcode: jF3nhN</b> <b>Dial-in by phone +1 405-534-4946,,771894181# United States, Oklahoma City</b> <b>Find a local number Phone conference ID: 771 894 181#</b>
Standard Disclaimer	<b>This site and system is hosted by Oklahoma City through BIDSYNC for use of The City of Oklahoma City and its trusts.</b> <b>Certain screens and flags may show the name and/or seal of The City; however, such references do not indicate or change the contracting entity.</b>
Bid Comments	<b>Telemetry and SCADA control equipment, repair/replacement units and parts, repair services, and factory service telemetry items, and the planning, implementation, maintenance, and support of Telemetry and Supervisory Control and Data Acquisition (SCADA) devices.</b>

Item Response Form

Item	RFP OCWUT 38-24--01-01 - Telemetry, SCADA Equipment and Support Services
Quantity	1 each
Percentage	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	<u>No Location Specified</u>

Qty 1

**Description**  
Telemetry, SCADA Equipment and Support Services. See Proposal Form C and D.

2024

Mark Keesee  
Administrative Specialist  
Utilities Department  
The City of Oklahoma City  
[Mark.keesee@okc.gov](mailto:Mark.keesee@okc.gov)

# **RFP OCWUT 38-24**

## **Telemetry, SCADA Equipment and Support Services**

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**1. INTENT OF REQUEST FOR PROPOSAL**

The Oklahoma City Water Utilities Trust (OCWUT)/Contracting Entity is soliciting proposals from qualified Proposers to satisfy needs of telemetry and SCADA control equipment, repair/replacement units and parts, repair services, and factory service telemetry items, and the planning, implementation, maintenance, and support of Telemetry and Supervisory Control and Data Acquisition (SCADA) devices.

**The initial term of the resulting Professional Services Agreement (PSA), shall be effective for a period of five (5) years, as approved by the Contracting Entity, with the option to renew for an additional five (5) year term.**

The term "Contracting Entity" as used throughout these specifications shall mean the Contracting Entity. However, should The City of Oklahoma City or Oklahoma City Water Utilities Trust (OCWUT) of which The City of Oklahoma City is beneficiary, choose to avail itself of goods or services from the resultant Professional Services Contract(s), the contracted vendor(s) will honor the terms and conditions, including price, of the Professional Services Contract(s).

**1.1 Request for Proposals Schedule**

The preliminary procurement process and schedule is shown below in Table 2.0. All activities and dates shown in Table 2.0 are subject to change.

**Table 1.0 – Preliminary Procurement Process and Schedule**

<u>Major Activity</u>	<u>Dates</u>
1. OCWUT Authorizes Issuance of RFP	May 7, 2024
2. RFP is available to Proposers in Periscope	May 8, 2024
3. Non-mandatory Pre-Proposal Conference	May 24, 2024, at 1:00 pm
4. Last Date to receive Questions on this RFP	May 31, 2024, at 5:00 pm
5. Anticipated Final Addendum (if necessary)	June 3, 2024, at 5:00 pm
6. Proposals Due	June 12, 2024, at 4:00 pm

**1.2 Exhibits for Information and Action**

Exhibit A – Scope of Services

Exhibit B – Task List

Exhibit C – PSA Sample

Exhibit D – FAR/DFAR Clauses

Exhibit E – Performance Bond Sample

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### **2. RFP TERMS AND CONDITIONS**

#### **2.1 Clarification**

The Contracting Entity reserves the right to request clarification of information submitted and to request additional information from any or all the Proposers.

#### **2.2 Consequence of Proposal Submission**

The submission of a proposal shall be deemed a representation and warranty by the Proposer that the Proposer has investigated all aspects of the RFP, that the Proposer is aware of the applicable facts pertaining to the RFP process, its procedures, and requirements, and that the Proposer has read and understands the RFP. The Periscope/BidSync solution is provided specifically to enable potential proposers to become fully aware of the relevant aspects of this solicitation, so they are able to become sufficiently knowledgeable to provide a satisfactory, compliant, responsive proposal. ***No request for modification of the provisions of a proposal shall be considered after its submission on the grounds the Proposer was not fully informed as to any fact or condition.***

The submission of a proposal shall not be deemed an Agreement between the Proposer and the Contracting Entity. Specifically, the following provisions apply:

1. The Contracting Entity shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.
2. Acceptance of a proposal by the Contracting Entity obligates the Proposer to enter into an Agreement with the Contracting Entity in accordance with this RFP, as proposed by the Proposer and selected by the Contracting Entity.
3. The Agreement shall not be binding or valid against the Contracting Entity unless and until it is executed by the Contracting Entity and the selected Proposer.
4. The Contracting Entity has the final authority for approving any Agreement.

#### **2.3 Cost Incurred by Proposers**

All expenses involved with the preparation and submission of proposals to the Contracting Entity, interviews or any work performed in connection therewith, will be solely borne by the Proposers and their subcontractor or agents and will not be reimbursed by the Contracting Entity.

#### **2.4 Disclaimer of RFP Agency**

The Contracting Entity and its agents assume no responsibility for the completeness, or the accuracy of the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process. Without limiting the generality of the foregoing, the Contracting Entity or its agents will not be bound by or responsible for any explanation or interpretation of the RFP documents other than those posted in Periscope. In no event should Proposers rely on any oral statement by the Contracting Entity or its staff, agents, advisors, or consultants.



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## ***2.5 Escalation/Dispute Resolution Plan***

The Contracting Entity and the Proposer will work to facilitate early resolution of problems to prevent having to move to dispute resolution. The Contracting Entity will establish a dispute resolution process, with the possible involvement of an independent arbitrator, for the Proposer to contest specific situations which they believe may have unjustly resulted in an overall lower assessment. The Proposer shall provide contact information, including email and phone numbers for all individuals involved in the escalation process up through the Chief Executive Officer.

## ***2.6 Indemnity***

The Proposer assumes all risks incidents to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save the Contracting Entity harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Proposer's operations and transportation of the Contracting Entity's equipment to and from repair site regardless of the fault and arising from acts or omissions of its employees regardless of fault and shall indemnify, defend, and save harmless the Contracting Entity from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation.

Under Oklahoma law, the City and the public trusts of which the City is a sole beneficiary are prohibited from indemnifying the Contracting Entity or any third party. See, e.g., 2012 OK AG18, 2006 OK AG 11, 1978 OK AG 256, and the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., as amended. Accordingly, proposers should delete any requirement for indemnification by the City or its Trusts from any contracts proposed in response to this RFP. The City and its Trusts reserve the right to eliminate or exclude from consideration any proposer that requires a clause.

## ***2.7 Interpretation/Addenda***

No interpretation, explanation, or clarification of this RFP, including without limitation, the Appendices hereto, by any official, employee, consultant, attorney, or other representative of Contracting Entity will be considered authoritative or binding to Contracting Entity unless contained in written addenda to this RFP. The Contracting Entity will not be bound by any information, explanation, clarification, or any interpretation, oral or written, by whoever made it, which is not incorporated into a written addendum to the RFP. All such addenda will become part of this RFP and all interested parties will be bound by such addenda.

## ***2.8 Order of Precedence***

In the event of an inconsistency between provisions of this Agreement/Contract, the inconsistency shall be resolved by giving precedence in the following order: (i) Agreement/Contract articles, (ii) RFP Specifications, (iii) Notice to Proposers, (iv) General Instructions and Requirements for Proposers, (v) other requirements provided by the Contracting Entity in the RFP packet, then (vi) attachments, notes, and exceptions by Proposer.

## ***2.9 Rights of the General Manager of OCCWUT and/or Designee***

By issuing this RFP, the Contracting Entity delegates the following rights to the General Manager and/or designee of the Contracting Entity, notwithstanding the charter, rights and duties of any departments, agencies or otherwise.

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- a) To prepare and issue modifications and/or addenda to this RFP prior to the receipt of the proposals that may change, expand, restrict, or cancel any portion or all work or other items described in this RFP.
- b) To receive questions, including assumptions and exceptions, from Proposers prior to the date listed in Table 1.0 and to provide such answers as it deems appropriate.
- c) To change the date for receipt of proposals or any deadlines and dates specified in this RFP.
- d) To change the procurement and/or selection process.
- e) To waive any minor informalities in the proposals.
- f) To determine that a proposal does not qualify for evaluation.
- g) To conduct investigations with respect to the information provided by each Proposer and to request additional information to support such Proposer's responses and submittals.
- h) To seek clarification of proposals from Proposers.
- i) To request oral presentations from those Proposers determined to be in compliance with the requirements and use the information derived from the oral presentations, if any, in the evaluation. Any expenses incurred by the Proposer(s) to make oral presentations will be borne by the Proposer(s).
- j) To waive the requirement for authorization to negotiate with the highest ranked proposer in the best interest of the Contracting Entity.
- k) To determine if a Best and Final Offer process is or is not in the best interest of the Contracting Entity.
- l) To waive immaterial irregularities in the proposals.

### ***2.10 Rights of the Contracting Entity***

By issuing the RFP, the Contracting Entity reserves the following rights.

- a) This RFP constitutes an invitation to submit proposals to the Contracting Entity. This RFP does not obligate the Contracting Entity to procure or contract for any of the scopes of services set forth in this RFP.
- b) To reject any or all proposals or to award the Agreement/Contract to the next most qualified respondent if the successful respondent does not execute an Agreement/Contract within 45 days after award of the proposal.
- c) To cancel this RFP with or without the substitution of another RFQ and/or RFP.
- d) To request or require a Best and Final Offer (BAFO) from any or all Proposers.
- e) To select and enter negotiations with the Proposer or Proposers that submitted the most advantageous proposal, in the sole judgment of the Contracting Entity. The Contracting Entity further reserves the right to enter simultaneous negotiations with two or more Proposers if reasonably competitive proposals are received.
- f) To cease or suspend negotiations with any Proposer at any time and to engage in negotiations with another Proposer.
- g) To award a Professional Services Agreement a single Proposer or to multiple Proposers, whichever is deemed to be in the Contracting Entity's best interest. In the event of a multiple award, the Contracting Entity will use its judgment to determine the Proposer best suited to perform work on a case-by-case basis taking into account all factors. The Contracting Entity reserves the right to award by line item, by group of items, or all items of the proposal.

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### **2.11 Undue Influence**

Upon advertising this solicitation, no officer, employee, agent, or representative of the Proposer shall have any contact or discussion, verbal or written, with any representative of the Contracting Entity either directly or indirectly through others in which the Proposer seeks to influence any representative of the Contracting Entity regarding any matters pertaining to this solicitation. The Contracting Entity for this RFP will be comprised of the Trustees of the Contracting Entity.

Contacts by the Proposer with the Contracting Entity that do not pertain to a solicitation are exempt from this provision. Examples of these exempt contacts are:

- a) Private, non-business, contacts with the Contracting Entity by the Proposer's employees acting in their personal capacity.
- b) Business contacts outside of this solicitation that the Contracting Entity may have with the Proposer.
- c) Presentations and/or responses to inquiries initiated by the Contracting Entity.
- d) Pre-bid or Pre-Proposal conferences.
- e) Discussions with the General Manager and his/her designees, City Procurement officer, departmental contact, or others as outlined in the RFP.

### **2.12 Whole Agreement**

It is expressly agreed by and between the parties hereto that the provisions embodied in the Request for Proposals contain all covenants, agreements, obligations, rights, duties, and stipulations agreed upon by the parties hereto upon the execution hereof. No statements or representations, oral or written, not incorporated herein shall be considered to be a part of the Agreement.

### **2.13 Safety/Responsibility**

The Vendor is to assure their employees are work and safety-trained, knowledgeable of all job-related hazards and must document training of their employees. The Vendor must assure their employees follow all safety rules; and must report to Contracting Entity personnel any hazards and/or occurrence.

### **2.14 Safety Data Sheets**

Any Vendor supplying goods or materials to the Contracting Entity that require a Safety Data Sheet (SDS) will furnish the required sheet or a composite concentration list in one of the following manners:

- Submitted as part of the proposal document
- Submitted prior to Agreement/Contract award
- Submitted with the product invoice
- Submitted at the request of the Contracting Entity

In all instances, the Vendor shall furnish the safety data sheets with the products at delivery, and shall comply with all local, state, and federal laws providing for identification of materials transported to the Contracting Entity. The appropriate proposal number, Agreement/Contract number, delivery ticket number, or invoice number shall be clearly marked on the safety data sheet or the composite concentration lists. Information regarding Safety Data Sheets can be found on-line at <https://www.osha.gov/Publications/OSHA3514.html>. Any question regarding this requirement should be directed to the following address:

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Oklahoma City Risk Management Division  
420 W. Main Street, Suite 630  
Oklahoma City, Oklahoma 73102

### **2.15 Safety Regulations**

The Vendor shall comply with state, local, and federal safety and health regulations applicable to the work being performed.

The Vendor shall, at all times, maintain sufficient barriers to prevent members of the public and animals from entering active work zones, or from coming into contact with hazardous materials and/or equipment.

Any tools or equipment staged at or near the work area shall be isolated with cones or barricades to protect the Public from potential dangers.

### **2.16 Insurance Requirements**

The following insurance requirements are applicable and must be obtained prior to contract award if the proposal submitted includes on-site installation, on-site maintenance services or other repair services to be performed on the Contracting Entity's property, or if insurance coverage is otherwise requested by the Contracting Entity.

#### **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

The Proposer shall carry Worker's Compensation Insurance in amounts as prescribed by the laws of the State of Oklahoma.

**GENERAL LIABILITY INSURANCE:** The Proposer shall carry a general liability insurance policy to protect the Proposer and any the Contracting Entity as Additional Insured from claims for property damage and bodily injury including death, or other loss which may arise directly or indirectly from the activities, omissions, and operations of the Proposer under the Agreement, whether such activities, omissions, and operations be by the Proposer, its subcontractor, or by anyone employed by or acting for the benefit of the Proposer in conjunction with this Agreement. The general liability policy shall have at a minimum, the following coverage amounts:

**Property Damage Liability** - Limits shall be carried in the amount of not less than twenty-five thousand dollars (\$25,000) to any one person for any single claim for damage to or destruction of property arising out of a single act, accident, or occurrence.

**All Other Liability** - In the amount not less than one hundred seventy-five thousand dollars (\$175,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single act, accident, or occurrence.

**General Aggregate Limit**- In an amount not less than one million dollars (\$1,000,000) for any number of claims arising out of a single act, occurrence, or accident.

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**AUTOMOBILE LIABILITY INSURANCE** – The Proposer shall maintain automobile insurance coverage in, at a minimum, the amounts required by Oklahoma law as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles and equipment when said vehicles or equipment is utilized to meet the requirements of this contract.

The insurance policies required herein shall be issued by a company authorized to do business in the state of Oklahoma and acceptable to Contracting Entity. Upon request, the Contracting Entity shall be furnished with a Certificate of Insurance evidencing all of the above-referenced requirements. All policies shall be in the form of an “occurrence” insurance coverage or policy. If any insurance is written in a “claims made” form, the Proposer shall also provide tail coverage that extends a minimum of two years from the expiration of the Agreement/Contract. Unless stated otherwise above, all policies must be fully insured with any single deductible not exceeding \$25,000. Proposer or Proposer’s insurance company must provide Contracting Entity at least thirty (30) days’ prior written notice of any cancellation or material coverage change in their policies. **The Contracting Entity shall be listed as a Certificate Holder. This Agreement/Contract requires that Contracting Entity, including The City of Oklahoma City and its participating public trusts to this Contract/Agreement whether named herein or by reference only, be named as additional insured on the Proposer’s insurance policies, except Worker’s Compensation and Employer’s Liability Insurance, to the full limits of the policies and consistent with the same coverages available to the named insured. Any blanket additional insured endorsement which limits coverage to any Contracting Entity is not compliant with this Pricing Agreement/Contract and shall be considered a breach. Contracting Entity must be provided with a Certificate of Insurance or Endorsement evidencing Contracting Entity’s additional insured status prior to contract award. The policy description shall state the following: “Additional insured(s) on the listed policies are those required in the contract.”**

Unless otherwise approved by the Contracting Entity prior to contract award, self-insured retentions will not be accepted unless accompanied by a bond or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration, and defense expenses not otherwise covered by the Proposer’s self-insured retention.

### **3. PROPOSAL REQUIREMENTS**

#### **3.1 General**

As used in this Section 3, the words “proposal” and “proposals” and the various sections there of means the proposals uploaded to Periscope on the date and time set forth in this RFP, plus any, and all addenda, supplemental information, answers to questions, interviews and other data and information available to the Contracting Entity and Consultants from the Proposers or otherwise.

#### **3.2 Proposal Requirements**

The proposal must be typed and clearly legible to convey to the Contracting Entity the Proposer’s ability to undertake the required services. Proposal pages must be numbered. All proposals must contain items listed in Section 3. Proposals that do not contain these items may not be considered.

##### **3.2.1 Title Page**

The Title Page shall have the name of the proposal, which is “**Proposal for RFP OCWUT 13-24, Telemetry, SCADA Equipment, and Support Services.**” The page shall clearly indicate the name

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of the company submitting the proposal and the name, address, and phone number of the Proposer's designated contact person. The designated contact person must be the main point of contact for the Contracting Entity to communicate with regarding this procurement.

### **3.2.2 Table of Contents**

The Table of Contents shall follow the major requirements outlined in this Section 3.2. Tables, illustrations, figures, and appendices shall be indicated in the Table of Contents.

### **3.2.3 Schedule**

The Proposer shall submit a schedule for each task. Proposer schedule must be proposed detailing the completion of all equipment inventory inspections and preventive maintenance to be performed. The schedule must meet the requirements set forth in the RFP's Scope of Services.

### **3.2.4 CONTRACTING ENTITY**

The term "Contracting Entity" as used throughout these specifications shall mean the Contracting Entity. However, should The City of Oklahoma City or a PUBLIC TRUST of which The City of Oklahoma City is beneficiary, choose to avail itself of goods or services from the resultant Professional Services Contract(s), the contracted vendor(s) will honor the terms and conditions, including price, of the Professional Services Contract(s).

### **3.2.5 PROCUREMENT PROCESS AND SCHEDULE**

The proposals are due before 4:00:00 p.m. CST on the date set forth in Table 2.0 to this RFP and the Proposers will submit their proposals in the electronic bidding application, Periscope.

The submittal of the proposals to Contracting Entity in Periscope in conformance with this RFP is solely the responsibility of the Proposer. **Proposals will not be accepted after the specified time.**

### **3.2.6 CONTACT PERSON AND ADDITIONAL INFORMATION**

The Periscope contact person for this RFP is:

Mark Keese, Administrative Specialist  
The City of Oklahoma City Utilities Department  
420 W. Main Street, Suite 500  
Oklahoma City, Oklahoma 73102  
Email: [WW-procurement@okc.gov](mailto:WW-procurement@okc.gov)

Request for additional information or clarification on this RFP must be submitted in Periscope no later than the date shown in Table 2.0 of this RFP. The Contracting Entity will issue responses to inquiries and any other corrections or amendments it deems necessary as addenda via Periscope on or prior to the date shown in Table 2.0 of this RFP.

### **3.2.7 REQUEST FOR PROPOSAL PROCESS**

It is presently contemplated that the process will be as described in this RFP. However, the Contracting Entity and the General Manager of Contracting Entity (General Manager or designee) reserve the right to deviate from this process when it is determined in the best interest of Contracting Entity.



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**3.2.8 CONFIDENTIALITY**

Responses to the RFP become the property of the Contracting Entity. At such time as a Proposer or Proposers are recommended to Contracting Entity, all proposals become a matter of public record and shall be regarded as such.

The Contracting Entity is subject to the Oklahoma Open Records Act, Title 51, Section 34A et al seq. Although the act recognizes that certain confidential information may be protected from disclosure, the Contracting Entity is not in a position to establish that the information a Proposer submits is worthy of being treated confidentially. If a request is made for information which a Proposer has marked "Confidential," "Trade Secret," or "Proprietary," the Contracting Entity's sole responsibility will be to provide the Proposer who submitted such information notice that the information has been requested; the Contracting Entity will attempt to provide such notice so that the Proposer may seek protection from disclosure by a court of competent jurisdiction.

The Contracting Entity shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

**3.2.9 COST ADJUSTMENT TERMS**

Prices shall remain firm throughout the first twelve months of the contract period. Provide List Price Less Percent only. At the request of the bidder, unit prices can be adjusted annually based on the year-over-year increase or decrease in the U.S. Bureau of Labor's Consumer Price Index, South Region. To find the CPI-U (South Region, All Urban Consumers), go to [www.bls.gov/cpi](http://www.bls.gov/cpi). Charts are available on this website to show CPI for the previous 10 years.

For purposes of calculating an adjustment for the ensuing year, the base rate for the adjustment shall be the Target unit cost and labor rates in effect on the last day of the previous twelve months of the Agreement. Adjustments to the unit prices will be made only in units of one cent (\$0.01).

Cost adjustments are calculated in the following manner:

$$\text{New Unit Price} = \text{Existing unit price(s)} * (((\text{CPI}_{\text{In}} - \text{CPI}_{\text{Io}}) / \text{CPI}_{\text{Io}}) + 1)$$

Where, CPI<sub>In</sub> = Consumer Price Index-U (All Urban Consumers), South Region, all items for the calendar month and year of the adjustment.

CPI<sub>Io</sub> = Consumer Price Index-U (All Urban Consumers), South Region, all items for the previous calendar month and year.

A valid written request consists of the following:

- Letter requesting price increase(s) must be submitted on your company letterhead along with the combined CPI<sub>In</sub> and CPI<sub>Io</sub> chart from [www.bls.gov/cpi](http://www.bls.gov/cpi).
- Signed by an officer or someone authorized to execute contracts on company's behalf
- Reference the assigned contract number
- Reference the Contracting Entity's bid number

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- Reference the title of the contract (e.g. Storm Debris Collection)
- Must be submitted to: The City of Oklahoma City, Utilities Department, Contracts Administration Section, 420 W. Main Street, Ste. 500, Oklahoma City, OK 73102. Requests emailed to [ww-procurement@okc.gov](mailto:ww-procurement@okc.gov) are acceptable.

### **3.2.10 INDEPENDENT CONTRACTOR**

Proposer is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the Contracting Entity under this contract. It is expressly understood and agreed by the parties that Proposer shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of Contracting Entity or the City of Oklahoma City; that Proposer shall have exclusive control of and the exclusive right to control the details of the work and services performed hereunder and all persons performing the same; that Proposer shall be solely responsible for the acts and omissions of its officers, agents, employees, and contractors, if any; and that nothing herein shall be construed as creating a partnership or joint venture between the Contracting Entity, Oklahoma City and the Proposer.

### **3.2.11 PERFORMANCE BOND REQUIREMENTS**

A performance bond is required from the selected successful proposer for professional services only, Contracting Entity approves this agreement. No payment will be issued until the required performance bond has been obtained by the Bidder then provided and approved by the Contracting Entity. The performance bond must be in the format attached as “**Exhibit E**” and in an initial amount equal to three hundred thousand dollars (\$300,000). The bond shall be in force for the full term of the contract and any successive renewal terms.

The performance bond is generally described as follows:

A Performance Bond, 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 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 shall be made in favor of the City of Oklahoma City, and the City of Oklahoma City Trust.

The cost of obtaining this performance bond will be included in the amount of the services bid. All bonds must be provided by a Surety authorized to do business in the State of Oklahoma. Additionally, the Performance Bond shall cover any damage caused by the Bidder.

As an alternative to the performance bond required above, at Contracting Entity's option, proposer may deposit with Contracting Entity an irrevocable letter of credit or a certificate of deposit on escrow in an amount equal to three hundred thousand dollars (\$300,000). If allowed, the letter of credit or certificate of deposit must be issued by an FDIC insured banking institution chartered to conduct business in the State of Oklahoma, in the Contracting Entity's name, and be callable at the discretion of the Contracting Entity. Nothing in this section shall, in any way, obligate the Contracting Entity to accept a letter of credit in lieu of the performance bond.



## **RFP OCWUT 38-24 Telemetry, SCADA Equipment and Support Services**

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### **A. Proposal Structure**

The proposal shall represent the best efforts of the respondent and will be evaluated as such. It must set forth full, accurate, and complete information as required by this section and other sections of this RFP. Unnecessarily elaborate brochures, artwork, expensive paper and bindings or other presentation aids are neither necessary nor desired.

If a proposer desires to propose pricing for telemetry, control, and recording equipment units and parts, repair/replacement parts, units and repair services alone, or along with professional services as outlined in scope of services, this is at the Proposer's discretion. All proposers choosing to propose SCADA services pertaining to water treatment processes or wastewater treatment processes must also propose product pricing.

The first section of the Proposal shall include a completed Products matrix as included in **Proposal Form C**.

The Contracting Entity will rely upon the resultant Contractor(s) for expertise in these areas. It is imperative that the Proposer fully disclose any and all parts needed at each site to ensure that specific functions can be performed throughout the distribution system.

### **B. Outline of Proposed Scope**

Provide a narrative description of your proposal, delineating your approach in performing the Scope of Services. Describe the deliverables to be created, including any technical reports and final recommendations/analysis documents in sequence as outlined in the Scope of Services in Section B for Ongoing Needs.

### **C. Related Experience**

Provide a summary of your firm's and any sub consultant's previous experience related to the scope of services. Furnish the names, addresses and telephone numbers of at least three previous clients with specific contact person information so that references for previous work can be obtained. References for any sub-consultants shall also be provided.

### **D. Personnel Assigned**

The Proposer is to provide:

- The names and resumes of key personnel who will be working on this project, including their roles and responsibilities. Project resumes should include specific technical tasks performed.
- The name, address, and phone number of the individual in the organization who will act as the key contact to the City.
- 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.
- Any subcontractors that will be used, the names, and resumes of personnel assigned to the project, and their respective roles and responsibilities.
- Skills and abilities for Staff.
- Staff must be able to pass background check to access Tinker Air Force base.

### **E. Expertise**

The Proposer will provide an overview of the firm to include a history of the firm, number of years in business, location of closest facility, number of customers, a description of the types of services

## **RFP OCWUT 38-24 Telemetry, SCADA Equipment and Support Services**

currently being offered by the firm, etc.

### **F. Implementation**

Give a detailed description of how your company will get up to speed with our equipment and systems. How will your company meet our ongoing needs the day the contract takes effect.

#### **3.2.12 Proposal Forms**

1. Proposal form A – References
2. Proposal Form B – Contact Information
3. Proposal Form C – Telemetry, Control, and Recording Equipment Pricing
4. Proposal Form D – Hourly Rate Sheet for Additional Services in Ongoing Needs

### **4. PROPOSAL EVALUATION**

The Contracting Entity General Manager/Director shall designate a Selection Committee, consisting of city employees, to evaluate compliant proposals meeting the requirements of this RFP. The Selection Committee will consider the proposed service quality and anticipated cost for meeting all proposal items identified herein together with the Proposer's qualifications and reputation to form the basis for its selection decision.

Selection is based upon the Proposer's responsiveness to the RFP, Technical Proposal Scope of Services, Related Experience, Project Schedule, References, and Cost.

**Proposer must be able to start work by October 1, 2024.**

#### **4.1 Compliant Proposal**

To be considered, all proposals must be compliant to the requirements within this RFP and submitted through Periscope prior to the closing time and date. The Contracting Entity reserves the right to reject any proposals determined to be non-responsive to the RFP.

#### **4.2 Experience/Technical Approach/Schedule/Statement of Fees**

Each responsive proposal that met the proposal requirements for this RFP shall be evaluated based on the following:

##### **4.2.1 The Proposal**

The proposal must convey to Contracting Entity the Proposer's ability to undertake the required services. The Proposer is also required to provide evidence, in the form of previously published materials or the like, that demonstrates the Proposer's capacity to complete the work requested. Contracting Entity reserves the right to thoroughly investigate the experience and record of the Proposer.

The respondent shall provide a company profile including number of years in business, business areas, number of employees, current comparable clients, proposed Oklahoma City staffing, and other pertinent company information.

## **RFP OCWUT 38-24 Telemetry, SCADA Equipment and Support Services**

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The proposal shall:

- Bear all required signatures
- Reference RFP OCWUT 13-24
- Be submitted in Periscope stated in the RFP 2.0 by the date and time specified
- The proposal shall name each section as outlined below

Nothing stated herein shall preclude the Contracting Entity or Oklahoma City Utilities staff from requesting clarification and/or additional documentation in support of any assertion made by any respondent. By submission of a proposal, the respondent agrees to provide such additional clarification and/or documentation in a timely manner. In some instances, the Contracting Entity may be unable to make a determination of the responsiveness of a proposal in the absence of such information. A proposal cannot be evaluated for technical merit unless it is determined to be responsive. Failure to submit detailed information will justify rejection of any proposal submitted hereunder.

### **4.2.2 Personnel Assigned**

Proposers shall provide:

- The names and resumes of key personnel who will be working on this project, including their roles and responsibilities. Project resumes should include specific technical tasks performed.
- The name, address, and phone number of the individual in the organization who will act as the key contact to the City.
- 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.
- Any subcontractors that will be used, the names, and resumes of personnel assigned to the project, and their respective roles and responsibilities.
- Skills and abilities for Staff.
- Staff must be able to pass background check to access Tinker Air Force base.

### **4.2.3. Evaluation and Selection Process**

The evaluation of the proposals by the Selection Committee will be based on the following criteria:

- 1) Technical Proposal
  - A. Compliant Proposal
  - B. Executive Summary
  - C. Proposed Approach for the Scope of Services
  - D. References
- 2) Statement of Fees

The Selection Committee will consider the proposed service quality and anticipated cost for meeting all proposal items identified herein together with the Proposer's qualifications and reputation to form the basis for its selection decision. The Contracting Entity reserves the right to reject any proposals determined to be non-responsive to the Request for Proposal. The Selection Committee will evaluate and rank the proposals received. Selection is based upon the Proposer's responsiveness to the RFP, Technical Proposal Scope of Services, Related Experience, and Statement of Fees.

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**RFP OCWUT 38-24 Telemetry, SCADA Equipment and Support Services**

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Selection will not be limited to cost alone. Other factors, such as expertise, may be considered essential. The Contracting Entity reserves the right to choose the best overall Proposer for each individual program of services. The Contracting Entity reserves the right to waive immaterial irregularities in the proposals. The Contracting Entity reserves the right to request oral presentations from those Proposers determined to be in compliance with the requirements and use the information derived from the oral presentations, if any, in the evaluation. Any expenses incurred by the Proposer(s) to make oral presentations will be borne by the Proposer(s).

#### **4.2.4 Technical Proposal**

The overall quality and completeness of the Proposer's Technical Approach in meeting the Contracting Entity's objective will be considered. The Proposal must be compliant with the requirements of this RFP.

#### **4.2.5 COMPENSATION**

The total cost to meet the requirements of the Scope of Services will be considered as part of the overall evaluation. After the Technical Proposals have been evaluated, the Statement of Fees will be evaluated, scored and the weighted average of the Proposal and Statement of Fees will comprise the final total rating.

#### **4.2.6. NEGOTIATIONS**

Upon completion of the evaluation, the Selection Committee shall present a formal recommendation to the Contracting Entity requesting authorization to negotiate with the top-ranked Proposer(s). All Proposer(s) selected for negotiation will have to sign a Confidentiality Agreement before negotiations can begin. If for any reason during negotiations with a Proposer, the Contracting Entity determines that a reasonable Agreement cannot be negotiated, the Contracting Entity reserves the right to suspend negotiations with the Proposer, contact the next ranked Proposer and begin negotiations for the purpose of signing an Agreement with that Proposer. The Contracting Entity further reserves the right to enter simultaneous negotiations with two or more Proposers if reasonably competitive proposals are received. The Contracting Entity has the final authority for approving any Agreement.

#### **4.3 PROPOSAL AWARD**

The Contracting Entity reserves the right to award this Professional Services Agreement to a single Proposer or to multiple Proposers, whichever is deemed to be in the Contracting Entity's best interest. In the event of a multiple award, the Contracting Entity will use its judgment to determine the Proposer best suited to perform work on a case-by-case basis considering all factors. The Contracting Entity reserves the right to award this contract by line item, by group of items, or all items of the proposal; to reject any or all proposals or to award the contract to the next most qualified Proposer if the successful Proposer does not execute a contract within 45 days after notification as the successful Proposer. The selected vendor will agree to use the City of Oklahoma City's Professional Services Agreement (PSA).

**RFP OCWUT 38-24 Telemetry, SCADA Equipment and Support Services**

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**LETTER OF AUTHORIZATION**

THIS LETTER OF AUTHORIZATION MUST BE COMPLETED IF THE ATTACHED  
LEGALLY BINDING DOCUMENT WAS NOT SIGNED BY THE STATUTORILY  
AUTHORIZED OFFICER ON BEHALF OF THE CONTRACTING ENTITY

City of Oklahoma City or related Public Trust:

This letter authorizes \_\_\_\_\_  
(PRINTED NAME OF AUTHORIZED AGENT)

to sign the attached legally binding document on behalf of \_\_\_\_\_  
(CONTRACTING ENTITY)

Sincerely,

\_\_\_\_\_  
**Signature of Authorizing Officer**

\_\_\_\_\_  
**Printed Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name of Authorizing Officer**

\_\_\_\_\_  
**Email Address of Authorizing Officer**

**NOTE: If the Contracting Entity is a(n):**

<b>Corporation</b>	The authorizing officer <b>must</b> be: President, Vice-President, Chairperson, or Vice-Chairperson
<b>LLC</b>	The authorizing officer <b>must</b> be: Manager, Managing Member, President, or Vice-President
<b>Partnership</b>	The authorizing officer <b>must</b> be: General Partner
<b>Joint Venture</b>	The authorizing officer <b>must</b> be: An Authorized Officer of Each of the Ventures

(Published in the Journal Record May 8, 2024, and May 15, 2024)

## NOTICE TO PROPOSERS

Notice is hereby given that The Oklahoma City Water Utilities Trust (Contracting Entity) will receive electronic proposals at the **OFFICE OF THE CITY CLERK, 200 North Walker Avenue, Oklahoma City, Oklahoma 73102** until 4:00:00 p.m., on the 12<sup>th</sup> day of June 2024, for the following:

**RFP Number: RFP OCWUT 38-24**

**Title: Telemetry, SCADA Equipment  
and Support Services**

A non-mandatory Pre-Proposal Conference will be held tentatively on May 24, at 1:00 PM, **Join the meeting now** Meeting ID: 235 458 331 846 Passcode: jF3nhN **Dial-in by phone** [+1 405-534-4946, 771894181#](tel:+14055344946771894181) United States, Oklahoma City [Find a local number](#) Phone conference ID: 771 894 181#

The Contracting Entity has partnered with Periscope (formerly BidSync) to accept proposals electronically. You are invited to submit a proposal electronically through the Periscope system to supply the professional services, products, and/or systems specified in the electronic proposal packet. The Contracting Entity does not provide access to a computer to prepare electronic proposals or electronic proposal submission. Proposers must register with Periscope at <https://prod.bidsync.com/the-city-of-oklahoma-city> in order to submit an electronic proposal. The Contracting Entity recommends potential Proposers register and become familiar with the Periscope electronic proposal process in advance of submitting a proposal. There is no charge to the Proposer for registering or submitting an electronic proposal to the Contracting Entity through Periscope. Instructions on how to get registered to propose through Periscope can be found on The City of Oklahoma City's website at <https://www.okc.gov/departments/bidding>.

A copy of the Guidelines and Procedures for Professional Consultant Selection may be downloaded at the following website: <https://www.okc.gov/departments/finance/policies>. Proposals shall be made in accordance with this Notice to Proposers, General Instructions and Requirements for Proposers, Oklahoma Open Records Act and Confidential Information, the RFP proposal packet, and any other documents which are included in the complete electronic proposal packet. A sample Non-Discrimination Statement, Non-Collusion Affidavit, and Vendor Registration form are attached for the Proposer's reference and will be completed prior to contract approval. By submitting a proposal, the Proposer certifies that the Proposer, and any proposed subcontractors, are in compliance with 25 O.S. § 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. § 1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

The Contracting Entity reserves the right to waive formalities, irregularities, and defects in any or all proposals, except as otherwise required by law. The Contracting Entity reserves the right: to reject any or all proposals; to reject a portion of any or all proposals; to negotiate and execute or to not negotiate or execute an Agreement with any Proposer; and to solicit new or different proposals. The Contracting Entity reserves the right to negotiate and/or contract with one or more Proposers for all or a portion of any proposal or proposed professional services, products and/or systems.

Proposals timely received electronically through Periscope in the City Clerk's Office shall be forwarded to the Requesting Department for the Selection Committee to open and review. The Periscope system does not allow proposals to be submitted after the above stated date and time. There will be no exceptions to this policy.

**EXHIBIT A**  
**RFP OCWUT 38-24**  
**TELEMETRY, SCADA EQUIPMENT AND SUPPORT SERVICES,**  
**SYSTEM SUPPORT REQUIREMENTS**

**SCOPE OF SERVICES**

Proposers will need to meet the following requirements if proposing to provide system support for the Telemetry and SCADA Equipment and Support Services RFP.

***1. On-Call/Accessibility Requirement***

The Proposer will provide qualified and competent technical support staff on an on-call, as-needed basis for SCADA device maintenance and programming support services throughout all facility locations based on estimated time efforts of Contractor's staff and their hourly rate card or wages cost table. The SCADA devices are critical assets and as such require technical support 24 hours per day, 7 days per week, and 52 weeks per year. The successful Contractor will have staff that may be contacted by on-call through a published mobile phone or by another method deemed to be reliable by Contracting Entity in order to provide assistance with unscheduled and scheduled SCADA device maintenance issues. If a response to a site is warranted, the staff responding will be capable of performing the work without the assistance of remote personnel. For these purposes, it is required that the Proposer establishes and maintains a local office within the Oklahoma City communities and rural water districts area throughout the term of the resultant agreement. Proposer shall include in proposal the local office address and describe the office setup.

***2. SCADA Services***

The responder must be capable of implementing new SCADA installations and troubleshooting, diagnosing, and repairing existing and new installations, including all equipment, SCADA system hardware, software, telemetry or other communication issues and be able to program or re-program the City's computerized control systems, HMIs or PLCs to compensate for system equipment issues or process changes as requested by City staff in a timely manner. Proposer must be able to respond on-site within two (2) hours of being contacted by City staff to address emergency situations. Only firms willing and able to satisfy the requirements of this RFP will be considered for professional services. Firms must be able to start work under this contract no later than July 1, 2024.

The resulting Contractor shall provide services for support of the Utilities Department Supervisory Control and Data Acquisitions (SCADA) systems, generally including:

***General Services***

- a. Programmable Logic Controller (PLC) troubleshooting,



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**SYSTEM SUPPORT REQUIREMENTS**

- diagnosing, repair and programming, Primarily Allen Bradley brand PLCs
- b. Human Machine Interface (HMI) trouble shooting, diagnosing, programming and configuration, Primarily Allen Bradley PanelViews, also including Automation Direct and Multismart.
  - c. HMI and PLC system design, testing and configuration
  - d. Installation of support required software and patches for HMIs and PLCs
  - e. Control system and control panel design, installation, and start up
  - f. Preparation and review of design, programming drawings, and schematic plans
  - g. Field equipment calibration
  - h. Electrical systems and controls troubleshooting and repair
  - i. UPS (Uninterrupted Power Supply) testing, troubleshooting, and test results reporting
  - j. Functional and operational training
  - k. Emergency-critical support services within two (2) hours of notification by City personnel. An emergency-critical is defined as an immediate problem that prevents the process or equipment from running, which may endanger the public's health, safety, or welfare. Identifying the event as an Emergency is a responsibility of City Personnel.
  - l. Emergency-non critical support services within 18 consecutive hours of notification by City personnel. Emergency-non critical is defined as a problem, which must be addressed promptly but which does not possess an immediate danger to the public's health, safety, or welfare. Identifying the event as an Emergency is a responsibility of City Personnel.
  - m. Phone number for emergency support service which is answered 24 hours per day, 365 days per year.
  - n. Compliance with the Utilities Department PLC and HMI standard. Standards document will be provided to the resultant contractor(s).
  - o. Documentation of all PLC programming changes, including comments, symbols, and descriptions are saved with the logic file. Thus, if a program is uploaded, the full documented logic is available to OCWUT.
  - p. After PLC programming changes, the Utilities Department will provide a file share location where the new or modified PLC program file and a MS Word document indicating the new program or all changes made to the file are uploaded. Uploads are to occur within an hour of completing changes. OCWUT shall provide staff input, guidance, and evaluation of the Contractor's work and final review and approval of all work products.
  - q. The Contractor shall be the lead firm and shall be the party responsible to the OCWUT for the Services. If any work is subcontracted to an

**EXHIBIT A**  
**RFP OCWUT 38-24**  
**TELEMETRY, SCADA EQUIPMENT AND SUPPORT SERVICES,**  
**SYSTEM SUPPORT REQUIREMENTS**

outside party, the Contractor shall be responsible for subcontracting with all other required parties and will be responsible for such supervision and control over the other team members as is necessary for the timely and accurate delivery of the services. Regardless of who performs the work, the Contractor is responsible for all work performed under this contract.

- r. The contractor shall install, replace, and maintain all varieties of Telog flowmeters and instrumentation. The contractor must also assist in the maintenance and updating of Telog enterprise software environment.
- s. The contractor shall install, replace, and maintain all varieties of power monitoring equipment.

A detailed list of tasks that currently are required to support SCADA operations is attached as Exhibit B. Exhibit B further outlines tasks that are external to OCWUT, meaning the successful Proposer must agree to be responsible in the support of the tasks identified as External in Exhibit B. The Proposer is to indicate any deviations or exceptions from this expectation in their proposal.

**4. EXECUTIVE SUMMARY AND BACKGROUND**

The Oklahoma City Water Utilities Trust (OCWUT)/Contracting Entity is seeking a qualified partner to install, maintain, and support various components of the Oklahoma City Utilities Department's water and wastewater SCADA systems, as well as supply specific hardware related to these components. The scope of this proposal should be limited to Programmable Logic Controllers (PLC) to the end telemetry devices such as pressure and flow transmitters. Contracting Entity will fully support the networks, servers, computers, and associated Aveva software and as such is not included in the scope of this proposal.

The selected proposer(s) should be able to perform the following services:

- PLC installation and programming.
- Physical SCADA system support including but not limited to PLC and telemetry equipment maintenance and replacement.
- Provide 24/7 support with a quick response time and ability to bring in additional resources in emergency situations.
- Installation, setup, and integration of new SCADA locations.
- Install and maintain Telog pressure loggers and the associated software

**EXHIBIT A**  
**RFP OCWUT 38-24**  
**TELEMETRY, SCADA EQUIPMENT AND SUPPORT SERVICES,**  
**SYSTEM SUPPORT REQUIREMENTS**

**4.1 Overview**

Contracting Entity's SCADA systems are located various sites throughout the metro area and across the State of Oklahoma. The large facilities include:

1. Hefner Water Treatment Plant
2. Draper Water Treatment Plant
3. McGee Creek Pipeline
4. Atoka Pipeline
5. Oklahoma City Water Distribution System
6. Oklahoma City Wastewater Lift Stations
7. Chisholm Creek Wastewater Treatment Plant
8. Deer Creek Wastewater Treatment Plant
9. South Canadian Wastewater Treatment Plant
10. North Canadian Wastewater Treatment Plant
11. Witcher Pump Station
12. Tinker AFB
13. Gallardia,
14. Wholesale meter sites

These installations provide real-time monitoring to aid in decision making for our water and wastewater operations personnel. Each system provides the collection and reporting of data required by various state regulatory agencies (i.e., ODEQ). These systems also normalize pressures within our water distribution system minimizing fluctuation in system pressures and normalizing delivery of water supply throughout the City.

**4.2 Equipment**

Location	Type of Controllers on location	# of controllers on site
Hefner Water Treatment Plant	Allen-Bradley ControlLogix/ CompactLogix	36
Draper Water Treatment Plant	Allen-Bradley ControlLogix/ CompactLogix	60
McGee Creek Pipeline	Allen-Bradley ControlLogix/ CompactLogix	3
Atoka Pipeline	Allen-Bradley ControlLogix/ CompactLogix	12
Oklahoma City Water Distribution System	Allen-Bradley ControlLogix/ CompactLogix/ Schneider Electric Modicon	24
Oklahoma City Wastewater Lift	Flygt MultiSmart Pump	68

**EXHIBIT A**  
**RFP OCWUT 38-24**  
**TELEMETRY, SCADA EQUIPMENT AND SUPPORT SERVICES,**  
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Stations	Controller/Grundfos Pump Controller	
Chisholm Creek Wastewater Treatment Plant	Allen-Bradley ControlLogix/ CompactLogix	13
Deer Creek Wastewater Treatment Plant	Allen-Bradley CompactLogix	18
South Canadian Wastewater Treatment Plant	Allen-Bradley ControlLogix/CompactLogix /Slc 505/Micro logix's	60
North Canadian Wastewater Treatment Plant	Allen-Bradley CompactLogix/Slc 505/Micro logix's/Koyo	23
Witcher Pump Station	Allen-Bradley CompactLogix	11
Tinker AFB	Allen-Bradley CompactLogix	34

#### **4.3 SCOPE OF PRODUCTS**

Contracting Entity is soliciting proposers to provide telemetry, control, and recording equipment units and parts, repair/replacement parts, units and repair services on an as needed basis. The listing of specific equipment manufacturers is displayed in **Proposal Form C** and is to be returned completed with pricing as a part of the Proposal. **Proposal Form C** is not to be deemed an exhaustive list for the duration of the contract as new equipment may be introduced as needed.

If a manufacturer is listed, these brands of equipment may require repairs and **Proposal Form C** allows for the Proposer to quote the labor cost for these services. If the Proposer is an authorized or exclusive distributor of any equipment lines on this list, please indicate this in the appropriate box on the list provided in **Proposal Form C**. Proposer should use blank lines to list any other product lines that they are an authorized or exclusive distributor of that could benefit the city to utilize in the future.

**Proposer may choose to only submit proposed pricing for telemetry, control, and recording equipment units and parts, repair/replacement parts, units and repair services, or submit on products along with professional services as outlined in scope of services. Proposers for products only will be used only in situations not requiring services as described below.**

#### **4.4. SERVICES**

Contracting Entity is also seeking proposers for professional services. The resulting proposal shall demonstrate the degree of staff availability and depth of competency in performing the required services. These services shall include,

**EXHIBIT A**  
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**TELEMETRY, SCADA EQUIPMENT AND SUPPORT SERVICES,**  
**SYSTEM SUPPORT REQUIREMENTS**

but not be limited to: system planning, installation, support, and maintenance of SCADA system components.

The successful Proposer will use its professional experience and expert knowledge to diagnose, repair, or replace broken and malfunctioning equipment and components. This includes performing PLC programming support and configuration, as directed by Contracting Entity. Contracting Entity primarily utilizes Allen Bradley PLCs. The locations of the individual SCADA equipment are dispersed statewide throughout the utility service area.

Services are requested for ongoing SCADA system needs to support our water and wastewater treatment processes as further described below. The Proposer shall submit pricing using the Proposed Pricing Sheets **Proposal Form C, and Proposal Form D,** to address the described needs. All construction work must comply with local, state, and federal laws and regulations, all applicable NEC codes, and industry best practices. Listings of required tasks can be referenced in **Exhibit B.**

Proposer must take extra care to ensure that current systems, monitoring, and treatment processes are sustained at satisfactory levels while improvements are made. Work shall follow all City IT and Utilities Department policies and procedures regarding infrastructure and Cybersecurity, and integrate security measures based upon the Utilities Department's needs and industry best practices. This will include, but not limited to, the following documentation:

- Current state process documentation
- Future state documentation
- Development documentation
- Testing processes
- Cut over plans

**YEARLY SUPPORT PRICING FOR ONGOING SERVICES**  
**OUTLINED IN Proposal Form D.**  
**Water & Wastewater Treatment Processes -**  
**Ongoing Needs See Exhibit B**

***4.5 Outline of Proposed Scope – Proposal***

Proposer shall provide a narrative description of their proposal, including their plan to perform the Scope of Services. This narrative shall demonstrate the Proposer's ability to meet the Contracting Entity's needs of performing the

**EXHIBIT A**  
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**TELEMETRY, SCADA EQUIPMENT AND SUPPORT SERVICES,**  
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requested services and how each of the service requirements within the Scope of Services will be met.

***4.6 References***

Proposer shall complete the electronic **Proposal Form A – References** through Periscope to demonstrate the proposer is a qualified partner in providing Telemetry and SCADA equipment and Support Services. All references will be treated as the Proposer's confidential business information. Previous work for the Contract Entity may be used as references. Complete each item for all three (3) references. The Contracting Entity reserves the right to contact the references listed and ask questions relating to the program of services and your firm's performance.

By submitting required references with the proposal, Proposers are confirming references are accurate and comprehensive, so that Contracting Entity will have the accurate information to contact such references. **Any references found to be inaccurate or incomplete may result in proposal rejection.**

Exhibit B Tasks

Job Task	Skills Needed	Estimated Total Annual Hours
troubleshoot false SCADA readings	PLC and Aveva system platform Knowledge	312
Troubleshoot communication failures including communication and networking hardware (radio, ATT/Verizon, Cox, Cisco hardware)	Networking, Radio and Internet Hardware Knowledge	260
Troubleshoot water quality sampling instruments including, Turbidity, Chlorine, pH, Oxygen, Ozone analyzers	Knowledge of: Digital and Analog Electronics, calibration equip., water treatment process	72
troubleshoot pressure transmitters (absolute & gage)	Knowledge of: Digital and Analog Electronics, calibration equip., water treatment process	6
troubleshoot differential pressure transmitters	Knowledge of: Digital and Analog Electronics, calibration equip., water treatment process	4
troubleshoot weigh systems (load cells & controllers)	Knowledge of: Digital and Analog Electronics, calibration equip., water treatment process	8
troubleshoot digital numeric displays	Knowledge of: Digital and Analog Electronics, calibration equip., water treatment process	4
troubleshoot HMI graphic terminals (Panelview)	Knowledge of: Digital and Analog Electronics, calibration equip., water treatment process	24
troubleshoot chemical metering pump VFDs & controls	Knowledge of: Digital and Analog Electronics, calibration equip., water treatment process	48
troubleshoot electronically controlled valve actuators	Knowledge of: Digital and Analog Electronics, calibration equip., water treatment process	24
troubleshoot "softstart" controls (for motors)	Knowledge of: Digital and Analog Electronics, calibration equip., water treatment process	16
troubleshoot complete control systems (panels & integral components)	Knowledge of: Digital and Analog Electronics, calibration equip., water treatment process	1040
troubleshoot medium voltage VFDs(large pump drivers)	Knowledge of: Digital and Analog Electronics, calibration equip., water treatment process	20
Support for the Aveva system platform	Aveva system platform Knowledge	40
24 hour support for Aveva system platform	Aveva system platform Knowledge	40
24 hour support for communication hardware	Communication Hardware Knowledge	40
24 hour support for PLC's	PLC Knowledge	100
24 hour support for multismarts	Multismart Knowledge	100
Purchase, store, configure and install replacement PLC parts (processors, cards, power supply's)	PLC Knowledge	100
Create Future state documentation for each process being upgraded	PLC Knowledge, Aveva system platform, Knowledge of IT Policys, Utilities Technology Strategy, PC Knowledge	48
Create Development documentation for each process under development	PLC Knowledge, Aveva system platform, Knowledge of IT Policys, Utilities Technology Strategy, PC Knowledge	48
Create and document testing processes and scripts	PLC Knowledge, Aveva system platform, Knowledge of IT Policys, Utilities Technology Strategy, PC Knowledge	40
Develop and document new system cut over plans	PLC Knowledge, Aveva system platform, Knowledge of IT Policys, Utilities Technology Strategy, PC Knowledge	40

Exhibit B Tasks

Purchase, store, configure and install new and replacement UPS's and associated accessories	Knowledge of IT Policys, Utilities Technology Strategy, PC and Electrical Knowledge	40
maintain existing communication hardware including WiFi, cellular, cable hardware	Networking, Radio and Internet Hardware Knowledge	110
change existing points in HMI's including Allen Bradley PanelView and Similar	Aveva system platform	156
maintain current backups of GUI applications	Knowledge of IT Policys, Utilities Technology Strategy, Aveva system platform	6
GUI patch management	Knowledge of IT Policys, Utilities Technology Strategy, Aveva system platform, Telog	10
GUI system upgrades	Knowledge of IT Policys, Utilities Technology Strategy, Aveva system platform, Telog	40
create ad hoc reports	Aveva system platform, Telog	40
create reports for reporting services	Microsoft SQL Server Knowledge, Aveva system platform, Telog	40
change existing PLC programs	PLC Knowledge	500
calibrate precision milliamp I/O signals	Knowledge of: Digital and Analog Electronics, calibration equip., water treatment process	1250
		Estimated Total Annual Hours

Job Task	Skills Needed	Times Annually	Hours per Time	Estimated Total Annual Hours
design, develop and test new PLC programs	PLC Knowledge	5	56	280
internal wiring of new PLC panels	PLC Knowledge, Electrical Knowledge	5	56	280
connecting new PLC panels to field wiring	PLC Knowledge, Electrical Knowledge, Digital Electronics	5	16	80
install on-line NTU instruments	Knowledge of: Digital and Analog Electronics, calibration equip., water treatment process	3	8	24
install on-line CL2 instruments	Knowledge of: Digital and Analog Electronics, calibration equip., water treatment process	3	8	24
install on-line PH instruments	Knowledge of: Digital and Analog Electronics, calibration equip., water treatment process	3	8	24
install on-line oxygen sensors	Knowledge of: Digital and Analog Electronics, calibration equip., water treatment process	3	8	24
install on-line ozone analyzers	Knowledge of: Digital and Analog Electronics, calibration equip., water treatment process	3	8	24
install pressure transmitters (absolute & gage)	Knowledge of: Digital and Analog Electronics, calibration equip., water treatment process	4	10	40
install differential pressure transmitters	Knowledge of: Digital and Analog Electronics, calibration equip., water treatment process	8	8	64
install weigh systems (load cells & controllers)	Knowledge of: Digital and Analog Electronics, calibration equip., water treatment process	1	16	16
install digital numeric displays	Knowledge of: Digital and Analog Electronics, calibration equip., water treatment process	4	8	32
install HMI graphic terminals (Panelview)	Knowledge of: Digital and Analog Electronics, calibration equip., water treatment process	4	16	64



Exhibit B Tasks

install chemical metering pump VFDs & controls	Knowledge of: Digital and Analog Electronics, calibration equip., water treatment process	6	24	144
install electronically controlled valve actuators	Knowledge of: Digital and Analog Electronics, calibration equip., water treatment process	1	40	40
install "softstart" controls (for motors)	Knowledge of: Digital and Analog Electronics, calibration equip.	1	40	40
install complete control systems (panels & integral components)	Knowledge of: Digital and Analog Electronics, calibration equip., water treatment process	2	80	160
install new communication hardware including WiFi, cellular, cable hardware	Networking, Radio and Internet Hardware Knowledge	20	16	320
program new points into HMI's	Allen Bradley PanelView and Similar	20	10	200
program new sites into HMI's	Allen Bradley PanelView and Similar	10	34	340
configuration of HMI software	Knowledge of IT Policys, Utilities Technology Strategy, Allen Bradley PanelView and Similar	18	4	72

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter “**Agreement**”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between \_\_\_\_\_, (hereinafter referred to as “**SERVICES PROVIDER**”), and The City of Oklahoma City, a municipal corporation (hereinafter referred to as “**CITY**”), the Oklahoma City Water Utilities Trust, a public trust, enacted in accordance with the requirements under Oklahoma Law (hereinafter referred to as “**OCWUT**”).

### WITNESSETH:

**WHEREAS**, on Date and Year, **OCWUT** prepared a Request for Proposal (“RFP”) seeking a Professional Services Agreement to provide Telemetry SCADA Equipment and Support Services; and

**WHEREAS**, on Date & Year, **OCWUT** received responses to its RFP; and

**WHEREAS**, a selection committee reviewed and evaluated the responses; and

**WHEREAS**, the **SERVICES PROVIDER** represented itself, both in its response (“Proposal”) and its interviews (“Interviews”) as an expert in the field of providing operation and maintenance services for water and wastewater systems with skilled professionals willing, able, and capable of timely providing the services requested and required by **OCWUT** in the RFP; and

**WHEREAS**, based upon the representations, guarantees, and warranties expressed by the **SERVICES PROVIDER** both in the Proposal and the Interviews, the selection committee recommended and the General Manager of **OCWUT** selected and entered this **Agreement** with the **SERVICES PROVIDER**; and

**WHEREAS**, **OCWUT** retains **SERVICES PROVIDER** to provide professional services as an independent contractor; and

**WHEREAS**, **SERVICES PROVIDER** agrees to provide **OCWUT** all services, in accordance with the standards exercised by experts in the field, necessary to provide **OCWUT** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in the RFP and in this Agreement.

**NOW, THEREFORE**, for and in consideration of the above premises and the mutual covenants set forth herein, **OCWUT** and **SERVICES PROVIDER** hereby mutually agree as follows:

**1. Professional Services Agreement**

Subject to the terms and conditions of this **Agreement**, **OCWUT** retains **SERVICES PROVIDER**, an independent contractor, to provide **OCWUT** all services, in accordance with the standards exercised by experts in the field, necessary to provide **OCWUT** services, products, solutions, and deliverables that meet all the purposes and functionality requested or described in the RFP and in this **Agreement**.

(a) This **Agreement** governs the Scope of Services including, but not limited to, all services, products, solutions and deliverables to be provided by **SERVICES PROVIDER** to **OCWUT**. The Attachments are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this **Agreement**.

(b) The text of this **Agreement**, together with the Attachments, constitutes the entire Agreement and the only understanding and agreement between **OCWUT** and **SERVICES PROVIDER** with respect to the services, products, solutions and deliverables to be provided by **SERVICES PROVIDER** hereunder. This **Agreement** may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this **Agreement**.

(c) If there is a conflict in language, terms, conditions, or provisions, in this **Agreement** between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Scope of Services and Schedules for the Scope of Services”)**
- Attachment “B” (“Description of the Facilities”),**
- Attachment “C” (“Schedule of Fees and Rate Card”),**
- Attachment “D” (“SERVICES PROVIDER’S Team, including list of FTE Positions”),**
- Attachment “E” (“Insurance”),**
- Attachment “F” (“Performance Bond”),**
- Attachment “G” (“SERVICES PROVIDER’S Interview and Proposal”), and**
- **Attachment “H” (“Transition Services to be Provided During Interim Period of Contract “)**

## **2. Retention of SERVICES PROVIDER and Scope of Services**

(a) **SERVICES PROVIDER** is solely responsible for the actions, non-action, omissions, and performance of **SERVICES PROVIDER'S** employees, agents, contractors, and subcontractors (herein collectively included in the term “Service Provider’s Project Team”) and to ensure:

(1) the timely provision of the Project, timely performance of the Scope of Services, and the timely performance of all services, products, solutions and deliverables as each are defined in **Attachment “A”**,

(2) the Scope of Services, the Project and all services, products, solutions and deliverables, including but not limited to, the Deliverables shall be performed at the facilities as delineated in the Description of the Facilities that is contained in **Attachment “B”**,

**SERVICES PROVIDER** will be solely responsible to ensure the **SERVICES PROVIDER’S** Project Team fully understands the Project, the Scope of Services, the Deliverables, the schedule for performance, and **OCWUT’S** goals and purposes. **SERVICES PROVIDER** will be solely responsible to ensure the **SERVICES PROVIDER’S Team**, including FTEs specifically assigned to work with the

**SERVICES PROVIDER** timely provides the Project and satisfies **SERVICES PROVIDER'S** obligations under this **Agreement**. **SERVICES PROVIDER** may not change the **SERVICES PROVIDER'S Team**, including list of Full Time Employees (FTEs) for the services to be provided as set forth on **Attachment "D" ("SERVICES PROVIDER'S Team and list of FTE Positions")** without the prior written consent of the General Manager of OCWUT ("**General Manager**") or designee.

(b) (1) **SERVICES PROVIDER** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **SERVICES PROVIDER** shall obtain all patents, licenses and any other permission required to provide all services, products, solutions and deliverables and for use of all services, products, solutions and deliverables by OCWUT.

### **3. Compensation**

(a) OCWUT shall pay **SERVICES PROVIDER** the compensation after completion of services or products as specified in **Attachment "C" ("Schedule of Fees and Rate Card")**,

(b) OCWUT and **SERVICES PROVIDER** acknowledge that the compensation to be paid **SERVICES PROVIDER** pursuant to this Agreement has been established at an amount reasonable for the availability and services of **SERVICES PROVIDER and SERVICES PROVIDER'S Team**.

### **4. Independent Contractor Status**

(a) The parties hereby acknowledge and covenant that:

(1) **SERVICES PROVIDER** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **CITY OR OCWUT** in performing the duties in this **Agreement**.

(2) The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business

venture or any employment relationship among the parties other than that of an independent contractor relationship.

(b) All payments to **SERVICES PROVIDER** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **SERVICES PROVIDER** are performed outside the State of Oklahoma.

(c) The **CITY OR OCWUT** will not withhold any social security tax, workmen's compensation, medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **SERVICES PROVIDER** as **SERVICES PROVIDER** is an independent contractor and the members of its **SERVICES PROVIDER'S Team**, including FTEs assigned to work, that are not employees of **THE CITY OR OCWUT**. Any such taxes, if due, are the responsibilities of **SERVICES PROVIDER** and will not be charged to **THE CITY OR OCWUT**.

(d) **SERVICES PROVIDER** acknowledges that as an independent contractor it and its **Project Team**, including FTEs assigned to work are not eligible to participate in any health, welfare or retirement benefit programs provided by **THE CITY OR OCWUT** for its employees.

## **5. Termination and Stop Work.**

(a) This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect as stated herein, unless terminated by either party as provided for herein, until the Project is completed and accepted as provided herein. The **General Manager** or designee is hereby authorized to issue notices of termination or suspension on behalf of **OCWUT**. This **Agreement** can be terminated, with or without cause, upon written notice, at the option of **OCWUT**.

(1) Upon receipt of a notice of termination for the *convenience* from **OCWUT**, **SERVICES PROVIDER** shall (1) immediately discontinue all services and activities (unless the notice directs otherwise), and

(2) upon payment for products or services fully performed and accepted, **SERVICES PROVIDER** shall deliver to **OCWUT** all work, products,

deliverables, documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by **OCWUT**, **OCWUT** shall pay **SERVICES PROVIDER** for completed services, up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

(3) Upon notice of termination for *cause* from **OCWUT**, **SERVICES PROVIDER** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **SERVICES PROVIDER** shall release and waive any interest in any retainage. **OCWUT** may hold any outstanding payments for prior completed services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by **OCWUT** by reason of **SERVICES PROVIDER'S** breach or other cause. Provided, however, upon notice of termination for cause, **SERVICES PROVIDER** shall deliver to **OCWUT** services, products, solutions and deliverables including, but limited to, all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

(4) The rights and remedies of **OCWUT** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **SERVICES PROVIDER** under this **Agreement**.

(a) Upon notice to **SERVICES PROVIDER**, **OCWUT** may issue a stop work order suspending any services, performances, work, products, deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty,

indemnification, insurance, or confidentiality required to be provided by **SERVICES PROVIDER** under this **Agreement**. In the event **OCWUT** issues a stop work order to **SERVICES PROVIDER**, **OCWUT** will provide a copy of such stop work order to **SERVICES PROVIDER**. Upon receipt of a stop work order issued from **OCWUT**, **SERVICES PROVIDER** shall suspend all work, services and activities except such work, services, and activities expressly directed by **OCWUT** in the stop work order. Upon notice to **SERVICES PROVIDER**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) days by **OCWUT**, without cause and without cost to **OCWUT**; provided however, **SERVICES PROVIDER** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only. The **General Manager**, or designee is hereby authorized to issue stop work orders on behalf of **OCWUT**.

**6. Obligation upon Termination for Convenience.**

In the event this **Agreement** is terminated for convenience hereunder, **OCWUT** shall pay **SERVICES PROVIDER** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter **OCWUT** shall have no further liability under this **Agreement** to **SERVICES PROVIDER** and **SERVICES PROVIDER** shall have no further obligations to **OCWUT**.

**7. Warranties**

(a) **SERVICES PROVIDER** warrants that all services, products, solutions and deliverables performed or provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **SERVICES PROVIDER** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **SERVICES PROVIDER** agrees to require all members of the **SERVICES PROVIDER'S Team**, including FTEs assigned to work to provide any and all services, products, solutions and deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **SERVICES PROVIDER**.



(b) During the term of this **Agreement**, **OCWUT'S** initial remedy for any breach of the above warranty shall be to permit **SERVICES PROVIDER** one additional opportunity to perform the services, or provide the products, solutions and deliverables without additional cost to **OCWUT**. If **SERVICES PROVIDER** cannot perform the services, or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, **OCWUT** shall be entitled to recover, should **OCWUT** so determine to be in their best interest, any fees paid to **SERVICES PROVIDER** for previous payments, including, but not limited to, services, products, solutions, and deliverables and **SERVICES PROVIDER** shall make reimbursement or repayment within thirty (30) days of a demand by **OCWUT**. Should **SERVICES PROVIDER** fail to reimburse **OCWUT** within thirty (30) days of demand, **OCWUT** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

(c) The **SERVICES PROVIDER** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be waived by any other provision, expressed or implied, in this **Agreement** or in any Attachment hereto.

## **8. Indemnification**

(a) **SERVICES PROVIDER** agrees to release, defend, and indemnify **THE CITY AND OCWUT**, and each of them, and hold **THE CITY AND OCWUT**, and each of them, harmless against any losses, claims, damages, liabilities, expenses (including all reasonable legal fees and expenses), judgments, fines or settlements in connection resulted from the intentional acts or omissions, negligence, and misconduct of **SERVICES PROVIDER** and the **SERVICES PROVIDER'S Team**, including FTEs assigned to work. Any such indemnification or reimbursement shall be made by **SERVICES PROVIDER** within thirty (30) days of an appropriate finding of facts, whether by mutual agreement or by a court of law.

(b) The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

#### **9. Confidentiality**

**SERVICES PROVIDER** acknowledges that in the course of training and providing other support services to **OCWUT**, **OCWUT** may provide **SERVICES PROVIDER** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to **OCWUT'S** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **SERVICES PROVIDER** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **SERVICES PROVIDER** nor **SERVICES PROVIDER'S Team**, (including the FTEs assigned to work) without the prior written consent of **OCWUT**, shall disclose to any person, other than another member of **OCWUT'S** or the **SERVICES PROVIDER'S Project Manager**, any information obtained by **SERVICES PROVIDER**. **SERVICES PROVIDER** will require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

#### **10. Miscellaneous.**

(a) **Validity.** The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

(b) **No Waiver.** The failure or neglect of any party hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

(c) **No Assignment without Consent.** The parties hereby agree that as this is an agreement for the provision of specialized services, therefore **SERVICES PROVIDER** may not assign this **Agreement** in whole or in part without the prior written

consent of **OCWUT**. In addition, **SERVICES PROVIDER** agrees that the **SERVICES PROVIDER'S Project Manager** may not be removed or replaced without the express written consent of the General Manager or designee.

(d) **Venue and Applicable Law.** **Clients** and **SERVICES PROVIDER** hereby agree that any dispute, legal proceeding or action which may arise between or among them arising out of or in connection with this **Agreement** shall be adjudicated before a court located in Oklahoma City, Oklahoma, and each hereby submit to the exclusive personal jurisdiction of the courts of the State of Oklahoma located in Oklahoma City, Oklahoma and of the Federal District Court for the Western District of Oklahoma, located in Oklahoma City, with respect to any action or legal proceeding commenced by any party. The **SERVICES PROVIDER** irrevocably waives any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this **Agreement**, and consents to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth in the notice provision of this paragraph. This **Agreement** shall be construed and enforced in accordance with the laws of the State of Oklahoma.

(e) **Descriptive Headings.** The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

(f) **Counterparts.** This **Agreement** may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

(g) **Amendments.** This **Agreement** may not be modified, amended, altered or supplemented except upon the execution and delivery of a written amendment executed by each of the parties hereto.

(h) **Entire Contract.** This **Agreement** constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other

prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

(i) **Time is of Essence.** Both **OCWUT** and **SERVICES PROVIDER** expressly agree that time is of the essence with respect to this **Agreement**, and the time for performance of each task shall be made a part of the **Agreement** and shall be strictly observed and enforced. Any failure on the part of **OCWUT** to timely object to the time of performance shall not waive any right of **OCWUT** to object at a later time.

(j) **Upgrades and Substitutions.** During the performance of this **Agreement**, if any software named in this **Agreement** is upgraded in the software provider's product line by software performing the same functions, but using improved technology, then the newer product will be substituted upon the direction and approval of the General Manager or designee, and implemented by **SERVICES PROVIDER** for no increase in costs or fees.

(k) **No Extra Work.** No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon **OCWUT** unless such services, work, product, solution, or deliverable is first requested and approved in writing by **OCWUT** through a contract amendment.

(l) **Notices.** Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if e-mailed, hand delivered, or sent by facsimile transmission (upon confirmation of receipt), or if sent by certified mail (upon the sooner of the expiration of three (3) days after deposit in United States post office facilities properly addressed with first class postage prepaid or acknowledgment of receipt). All notices and payments to a party will be sent to the addresses set forth below or to such other address or person as such party may designate by notice to each other party hereunder:

**To SERVICES PROVIDER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax \_\_\_\_\_

**To OCWUT:**

Oklahoma City Water Utilities Trust  
Attention: General Manager  
420 West Main, Suite 500  
Oklahoma City, Oklahoma 73102  
Telephone: (405) 297-2272  
Fax: (405) 297-3813

**To THE CITY:**

The City of Oklahoma City  
Attention: Utilities Director  
420 West Main, Suite 500  
Oklahoma City, Oklahoma 73102  
Telephone: (405) 297-2272  
Fax: (405) 297-3813

(m) **Effective.** This **Agreement** shall become effective upon execution by the last party.

(n) **Renewal Option.** This **Agreement** is renewable for two additional two-year periods at the option of **OCWUT**. Should **OCWUT** desire to renew the **Agreement**, a written preliminary notice will be furnished to the **SERVICES PROVIDER** prior to the expiration date of the **Agreement**. (Such preliminary notice will not be deemed to commit **OCWUT** to renew.)

#### **11. OCWUT'S RESPONSIBILITIES.**

(a) **OCWUT** shall only provide such space, equipment and personnel to assist **SERVICES PROVIDER** as expressly set forth in **Attachment "D"**.

(b) All financial obligations of **OCWUT** under this **Agreement** shall be solely the obligations of The City of Oklahoma City regardless of how stated herein.

#### **12. Insurance.**

(a) **SERVICES PROVIDER** shall obtain and provide **THE CITY AND OCWUT** with a copy of the certificate of insurance prior to execution of the contract by **THE CITY AND OCWUT** and shall maintain such insurance throughout the term of this **Agreement** as required and in the form and in the amount set forth in **Attachment "E"** which is incorporated herein by reference.

(b) **SERVICES PROVIDER** shall be responsible for providing the **THE CITY AND OCWUT** actual notice of any change, reduction, suspension, lapse or cancellation of any insurance provided under this **Agreement** at least thirty (30) days prior to such change, reduction, suspension, lapse or cancellation.

(1) Should any insurance required by this **Agreement** be changed, reduced, suspended or cancelled, or otherwise lapse for any reason during the term of this **Agreement**, then **THE CITY AND OCWUT** may terminate this **Agreement** for cause and **SERVICES PROVIDER** shall also be liable and responsible for any claim by **THE CITY AND OCWUT** on their own behalf or on behalf of another, for:

(a) any loss or damages, including direct, indirect, and consequential; and

(b) any cost or expense, including attorney fees, court costs and administrative expenses; and

(c) any other loss, damage cost or expense which would have been covered or assumed by the insurer had the changed, reduced, suspended, terminated, or lapsed policy been in effect without limitation as to the policy amount.

(2) The **CITY AND OCWUT** reserves the right to withhold payment of any funds otherwise due **SERVICES PROVIDER** to pay any claim or potential claim which it reasonably believes would otherwise be payable under the insurance policy but only if there is a lapse or termination of any required insurance coverage, or if there is a change in coverage and such change results in a material reduction in the dollar value of coverage or materially changes the policy's scope of coverage.

### **13. Letter of Credit.**

(a) **SERVICES PROVIDER** shall obtain and provide **THE CITY AND OCWUT** with an original Letter of Credit in an amount equal or exceeding twenty-five percent (25%) of the annual costs of services the **SERVICES PROVIDER** shall provide to **THE CITY AND OCWUT** under the terms and conditions set forth in this Agreement.

(b) The amount of the Letter of Credit shall be based on the Schedule of Fees and Rate Card contained in **Attachment "C"**.

(c) The Letter of Credit shall be obtained by the **SERVICES PROVIDER** from a properly licensed financial institution, headquartered in the United States.

### **14. Maintenance and Repair Fund.**

The following provisions apply to all Maintenance, Repair or Replacement work performed by the **SERVICES PROVIDER** in accordance with terms of this paragraph:

(a) Use of Maintenance and Repair Fund – The Maintenance and Repair Fund will pay for Levels A and B Maintenance, Repair or Replacement work that is performed by the **SERVICES PROVIDER** as set forth in this paragraph, provided however, that the Maintenance and Repair Fund will not pay for any labor associated with Maintenance, Repair or Replacement work that is or could be carried out by the Contractor's regular staff. Level C Maintenance, Repair or Replacement will be paid by OCWUT in accordance with the requirements of this paragraph. The source of payment of Level C Maintenance, Repair or Replacement will be determined by the General

Manager.

The Maintenance and Repair Fund will not be used for any maintenance, repairs or replacements for vehicles nor for the equipment used for the land application of Biosolids nor for any parts, supplies or standard tools of the trade necessary for the maintenance, repair or replacement of such vehicles or land application equipment, nor for office supplies.

(b) Maintenance, Repair or Replacement Due to Contractor Non-Compliance with the Paragraph – If the **SERVICES PROVIDER** is unable to demonstrate to the **General Manager** or designee that it has fully complied with the operation and maintenance requirements as set forth in this paragraph, including without limitation, the maintenance requirements included in the Standards of Maintenance, when a particular component, piece of equipment or a machine fails, the **SERVICES PROVIDER** will be responsible for the full cost of any resulting Maintenance, Repair or Replacement work and will not be paid by the Maintenance and Repair Fund or otherwise for such work. The documentation with respect to the required maintenance and its performance or lack of performance by the **SERVICES PROVIDER**, will be used, among other things, to determine if the **SERVICES PROVIDER** maintained, or failed to maintain the Facilities in accordance with this **Agreement**.

(c) Parts and Supplies to be Inventoried – For any parts and supplies to be paid for from the Maintenance and Repair Fund that the Contractor intends to inventory (irrespective of the dollar amount), the **SERVICES PROVIDER** will submit at reasonable times and in reasonable detail (including a list of parts, supplies, and the reason for having them in inventory) and obtain the **General Manager** or designee written approval prior to making such expenditure, which approval will not be unreasonably withheld.

(d) Compliance with Permits – When proceeding with such Maintenance, Repair or Replacement work, the **SERVICES PROVIDER** will comply with the applicable permit requirements, including without limitation, those of the **CITY**.

(e) Level A Maintenance, Repair or Replacement – Subject to the conditions set forth in this paragraph, for any repair or replacement of a single piece of equipment which costs less than or equal to ten thousand dollars (\$10,000.00) for parts and supplies (collectively “Level A Maintenance, Repair or Replacement”), the **SERVICES PROVIDER** will pay for the cost of labor, including subcontractors or overtime and off-



schedule use of the **SERVICES PROVIDER'S** staff. Only the cost for labor for those items listed in **Attachment "C"** will be paid by **OCWUT** provided that the **SERVICES PROVIDER** will submit reasonable detail including all of the categories for what the **SERVICES PROVIDER** requires to make such Maintenance, Repair or Replacement. Prior approval is not required for Level A Maintenance, Repair or Replacement work.

**SERVICES PROVIDER** will submit documentation of reimbursable expenses for Level A Maintenance, Repair or Replacement in its Monthly Payment Request.

(f) Level B Maintenance, Repair or Replacement – Subject to the conditions set forth in this paragraph, for any repair or replacement of a single piece of equipment which costs more than ten thousand dollars (\$10,000.00) and less than or equal to fifty thousand dollars (\$50,000.00) for parts and supplies, **OCWUT** will pay for the cost of labor including the cost of overtime and off-schedule use of the **SERVICES PROVIDER'S** staff to complete the work and the cost of Subcontractors with Maintenance and Repair Funds.

**SERVICES PROVIDER** shall obtain the approval of the **General Manager** or designee for such Level B Maintenance, Repair or Replacement work prior to the **SERVICES PROVIDER** ordering materials or implementing any cost binding activities.

If the **General Manager** has made a Declaration of Emergency, the **General Manager** or designee and the **SERVICES PROVIDER** may satisfy the requirements of obtaining approval verbally, followed by the written detail and written approval as provided in such sentence and the requirement for competitive pricing may be waived by the **General Manager**.

(g) Level C Maintenance, Repair or Replacement – Subject to the conditions set forth in this paragraph, for any repair or replacement of a single piece of equipment which costs more than fifty thousand dollars (\$50,000.00) for parts, supplies, and labor (collectively "Level C Maintenance, Repair or Replacement"), **OCWUT** will competitively procure such work in accordance with State law.

**OCWUT** may procure the services of firms other than the **SERVICES PROVIDER** to perform such services in order to comply with State law, and retains the right to procure the services of firms other than the **SERVICES PROVIDER** to perform such work. The **SERVICES PROVIDER** will cooperate fully with **OCWUT** and any firm **OCWUT** retains to perform such work. If such work has a material effect on the Service Agreement terms, conditions, scope of services or costs thereof, **OCWUT** and

the **SERVICES PROVIDER** will mutually agree to any necessary and appropriate changes to this **Agreement**. Such changes will be made by Amendment.

**15. Transition Services to be Provided During Interim Period of Contract.**

Starting July 1, 2021 through October 1, 2021, **SERVICES PROVIDER** shall perform certain Transition Services and receive compensation for the Transition Services as set forth in **Attachment “H”**.

***[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]***

WITNESS the hands of the parties hereto:

**The undersigned individual states that the Proposer will be bound the terms and conditions of this Professional Services Agreement.**

**TO BE COMPLETED BY THE PROPOSER:**

Signature of Individual

Title

Date

**Note: If individual signing is not the owner or an officer of the business or corporation a letter of authorization is to be included. For instance, if a Salesman or Manager signs this form, a letter of authorization is to be attached. Corporate Seal will be accepted in lieu of an authorization letter if affixed to this document.**

Printed Name of Individual

Company Name and Address [Please Print]

Zip Code

Telephone Number and Fax Number if any

**TO BE COMPLETED BY THE NOTARY:**

State of \* \_\_\_\_\_ )

)

SS.

County of \* \_\_\_\_\_ )

)

[\*State and County where notarized must be written in.]

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020

by \_\_\_\_\_

[Printed name of individual who signed above.]

My Commission number: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

[Date/Year]

Signature of Notary Public

This Professional Services Agreement was approved by The Oklahoma City

**APPROVED** by the Trustees and signed by the Chairman of the Oklahoma City Water

Utilities Trust this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**OKLAHOMA CITY WATER  
UTILITIES TRUST**

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
CHAIRMAN

**CONCURRED** by the Council and signed by the Mayor of The City of Oklahoma City

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**THE CITY OF OKLAHOMA CITY**

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

**REVIEWED** for form and legality.

\_\_\_\_\_  
ASSISTANT MUNICIPAL COUNSELOR

## **Proposal Form E. FAR/DFAR Clauses**

Vendor will meet the required FAR/DFAR Clauses

52.203-6 Restrictions on Subcontractor Sales to the Government FAR 3.503-2  
<https://ecfr.federalregister.gov/current/title-48/chapter-1/subchapter-H/part-52/subpart-52.2/section-52.203-6>

52.203-7 Anti-Kickback Procedures FAR 3.502-3  
<https://ecfr.federalregister.gov/current/title-48/chapter-1/subchapter-H/part-52/subpart-52.2/section-52.203-7>

52.203-12 Limitation on Payments to Influence Certain Federal Transactions FAR 3.808(b)  
<https://ecfr.federalregister.gov/current/title-48/chapter-1/subchapter-H/part-52/subpart-52.2/section-52.203-12>

52.203-13 Contractor Code of Business Ethics and Conduct FAR 3.1004(a)  
<https://ecfr.federalregister.gov/current/title-48/chapter-1/subchapter-H/part-52/subpart-52.2/section-52.203-13>

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements  
FAR 3.909-3(b)  
<https://ecfr.federalregister.gov/current/title-48/chapter-1/subchapter-H/part-52/subpart-52.2/section-52.203-19>

52.204-9 Personal Identity Verification of Contractor Personnel FAR 4.1303  
<https://ecfr.federalregister.gov/current/title-48/chapter-1/subchapter-H/part-52/subpart-52.2/section-52.204-9>

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by  
Kaspersky Lab and Other Covered Entities FAR 4.2004  
<https://ecfr.federalregister.gov/current/title-48/chapter-1/subchapter-H/part-52/subpart-52.2/section-52.204-23>

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters FAR 9.104-7(c)  
<https://ecfr.federalregister.gov/current/title-48/chapter-1/subchapter-H/part-52/subpart-52.2/section-52.209-9>

52.215-13 Subcontractor Certified Cost or Pricing Data— Modifications DEVIATION 2018-O0015  
FAR 15.408(e)  
<https://ecfr.federalregister.gov/current/title-48/chapter-1/subchapter-H/part-52/subpart-52.2/section-52.215-13>

- 52.219-8 Utilization of Small Business Concerns FAR 19.708(a)  
<https://ecfr.federalregister.gov/current/title-48/chapter-1/subchapter-H/part-52/subpart-52.2/section-52.219-8>
- 52.219-9 Small Business Subcontracting Plan Alternate II FAR 19.708(b)  
<https://ecfr.federalregister.gov/current/title-48/chapter-1/subchapter-H/part-52/subpart-52.2/section-52.219-9>
- 52.222-4 Contract Work Hours and Safety Standards—Overtime Compensation FAR 22.305  
<https://ecfr.federalregister.gov/current/title-48/chapter-1/subchapter-H/part-52/subpart-52.2/section-52.222-4>
- 52.222-21 Prohibition of Segregated Facilities FAR 22.810(a)(1)  
<https://ecfr.federalregister.gov/current/title-48/chapter-1/subchapter-H/part-52/subpart-52.2/section-52.222-21>
- 52.222-26 Equal Opportunity FAR 22.810(e)  
<https://ecfr.federalregister.gov/current/title-48/chapter-1/subchapter-H/part-52/subpart-52.2/section-52.222-26>
- 52.222-37 Employment Reports on Veterans FAR 22.1310(b)  
<https://ecfr.federalregister.gov/current/title-48/chapter-1/subchapter-H/part-52/subpart-52.2/section-52.222-37>
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act FAR 22.1605  
<https://ecfr.federalregister.gov/current/title-48/chapter-1/subchapter-H/part-52/subpart-52.2/section-52.222-40>
- 52.222-50 Combating Trafficking in Persons FAR 22.1705(a)(1)  
<https://ecfr.federalregister.gov/current/title-48/chapter-1/subchapter-H/part-52/subpart-52.2/section-52.222-50>
- 52.222-54 Employment Eligibility Verification FAR 22.1803  
<https://ecfr.federalregister.gov/current/title-48/chapter-1/subchapter-H/part-52/subpart-52.2/section-52.222-54>
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving FAR 23.1105  
<https://ecfr.federalregister.gov/current/title-48/chapter-1/subchapter-H/part-52/subpart-52.2/section-52.223-18>
- 52.225-13 Restrictions on Certain Foreign Purchases FAR 25.1103(a)  
<https://ecfr.federalregister.gov/current/title-48/chapter-1/subchapter-H/part-52/subpart-52.2/section-52.225-13>
- 52.227-1 Authorization and Consent FAR 27.201-2(a)(1)  
<https://ecfr.federalregister.gov/current/title-48/chapter-1/subchapter-H/part-52/subpart-52.2/section-52.227-1>

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement FAR 27.201-2(b)  
<https://ecfr.federalregister.gov/current/title-48/chapter-1/subchapter-H/part-52/subpart-52.2/section-52.227-2>

52.228-5 Insurance-Work on a Government Installation FAR 28.310  
<https://ecfr.federalregister.gov/current/title-48/chapter-1/subchapter-H/part-52/subpart-52.2/section-52.228-5>

52.232-40 Providing Accelerated Payments to Small Business Subcontractors FAR 32.009-2  
<https://ecfr.federalregister.gov/current/title-48/chapter-1/subchapter-H/part-52/subpart-52.2/section-52.232-40>

52.244-6 Subcontracts for Commercial Items FAR 44.403  
<https://ecfr.federalregister.gov/current/title-48/chapter-1/subchapter-H/part-52/subpart-52.2/section-52.244-6>

52.248-1 Value Engineering FAR 48.201  
<https://ecfr.federalregister.gov/current/title-48/chapter-1/subchapter-H/part-52/subpart-52.2/section-52.248-1>

52.204-21 Basic Safeguarding of Covered Contractor Information Systems  
<https://ecfr.federalregister.gov/current/title-48/chapter-1/subchapter-H/part-52/subpart-52.2/section-52.204-21>

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment  
<https://ecfr.federalregister.gov/current/title-48/chapter-1/subchapter-H/part-52/subpart-52.2/section-52.204-25>

52.222-35 Equal Opportunity for Veterans  
<https://ecfr.federalregister.gov/current/title-48/chapter-1/subchapter-H/part-52/subpart-52.2/section-52.222-35>

52.222-36 Equal Opportunity for Works with Disabilities  
<https://ecfr.federalregister.gov/current/title-48/chapter-1/subchapter-H/part-52/subpart-52.2/section-52.222-36>





Exhibit E

PERFORMANCE BOND

\_\_\_\_\_, as the successful proposer on the OCWUT – Telemetry and SCADA Equipment and Support Services Request for Proposals dated \_\_\_\_\_, 20\_\_\_\_, and as "Principal" herein, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, as "Surety", are jointly and severally bound unto the OCWUT and its sole beneficiary, The City of Oklahoma City, in the amount of \$300,000 in accordance with the terms and provisions hereof.

**WITNESSETH:**

**WHEREAS**, the Principal has been determined to be a successful proposer on the telemetry and SCADA equipment and support services Request for Proposals issued by the Oklahoma City Water Utilities Trust (OCWUT) on or about the 3rd day of April, 2012; 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 Request for Proposals; 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 Performance Bond shall be enforceable in an amount of up to \$300,000 against the Principal and Surety, their successors, and assigns, by the Oklahoma City Water Utilities Trust, its successors and assigns, 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 or The City of Oklahoma City for the failure of the Principal to perform under the Contract, executed pursuant to the aforementioned Request for Proposals and incorporated herein by specific reference as though fully set forth, as solely determined by OCWUT, 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 or 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, 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.

The Principal herein has caused this Bond to be executed this \_\_\_\_ day of  
20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Principal

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Surety

ATTEST:

**OKLAHOMA CITY WATER  
UTILITIES TRUST**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman

REVIEWED for form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Assistant Municipal Counselor

**FORM A****REFERENCES****RFP OCWUT 38-24 Telemetry, SCADA Equipment and Support Services****Reference Contact Information**

All references will be treated as the proposer's confidential business information. Previous work for the Contract Entity may be used as references. Complete the reference form for all three (3) references with work experience in the last three years. Additional references may be supplied by bidder.

**REFERENCES SPECIFICALLY WITH**

Owner/Agency:	
Address:	
City, State, Zip:	
Contac/Phone:	
Assignment:	
Date of Request(s):	
How long has the reference been your customer:	

Owner/Agency:	
Address:	
City, State, Zip:	
Contac/Phone:	
Assignment:	
Date of Request(s):	
How long has the reference been your customer:	

Owner/Agency:	
Address:	
City, State, Zip:	
Contac/Phone:	
Assignment:	
Date of Request(s):	
How long has the reference been your customer:	

**FORM A****RFP OCWUT 38-24 Telemetry, SCADA Equipment and Support Services****Reference Contact Information**

All references will be treated as the proposer's confidential business information. *Previous work for the Contract Entity may be used as references. Complete the reference form for all three (3) references with work experience in the last three years. Additional references may be supplied by bidder.*

**REFERENCES SPECIFICALLY WITH WONDERWARE APPLICATIONS:**

Owner/Agency:	
Address:	
City, State, Zip:	
Contac/Phone:	
Assignment:	
Date of Request(s):	
How long has the reference been your customer:	

Owner/Agency:	
Address:	
City, State, Zip:	
Contac/Phone:	
Assignment:	
Date of Request(s):	
How long has the reference been your customer:	

Owner/Agency:	
Address:	
City, State, Zip:	
Contac/Phone:	
Assignment:	
Date of Request(s):	
How long has the reference been your customer:	

**FORM B**

**RFP OCWUT 38-24 Telemetry, SCADA Equipment and Support Services**

**CONTACT INFORMATION**

Local Office Address:

Manager's name:

Office number  Cellular phone

Fax number

Email address

Emergency Contact Information: In emergency situations, as defined by the OCWUT General Manager or designee, the response time from the receipt of the request for an emergency shall not exceed one (1) hour. Proposer shall be on-site within one (1) hour after an emergency notification. Proposer must be available twenty-four (24) hours per day.

1.Contact name and title:

Telephone number:  Cellular number:

2.Contact name and title:

Telephone number:  Cellular number:

3. Contact name and title:

Telephone number:  Cellular number:

4.Contact name and title:

Telephone number:  Cellular number:

Proposal From C  
Telemetry, Control, and Recording Equipment Pricing

Telemetry, Control, and Recording Equipment						
Units & Parts, Repair/Replacement Parts, Units and Repair Services						
	<u>Manufacturer Name</u>	<u>Item Description</u>	Units & Parts - List Price Less %	Labor Rate/hour	Delivery time-# of days	Authorized distributor
1	ABB Controls (Asea Brown Boverli)	Controls, Variable Frequency Drives, Switchgear & Instrumentation-Stationary				
2	Action PAK	Signal Conditioner & Power Supplies-Stationary				
3	Advantech	Controls, Sensors & Instrumentation-Stationary				
4	AGM	Electronic Signal Conditioner & Power Supplies-Stationary				
5	Allen Bradley Controls	PLC's, Instrumentation, Controls & Switchgear-Stationary				
6	Antenna Plus	Communication Hardware				
7	Ashcroft Instruments	Instruments, Gauges & Sensors-Stationary				
8	Automation Direct	PLC's, Instrumentation, Controls & Sensors-Stationary				
9	Bacharach Transmitters	Instruments & Sensors-Stationary				
10	BIF	Transmitters, Receivers, & Recorders-Stationary				
11	Bristol Babcock	3000 Computer System, Transmitters, Recorders, and Controllers-Stationary				
12	Chessel	Microprocessor & Recorder-Stationary				
13	Dodge SCR Controls & Drives	Direct Current & Controls-Stationary				
14	Drexelbrooks Controls	Controls, Sensors & Instrumentation-Stationary				
15	Dwyer Instruments	Controls, Sensors & Instrumentation-Stationary				
16	Endress & Hauser	Flow, temperature, and pressure				
17	Fisher Porter	Transmitters, Recorders & Controllers-Stationary				
18	Flow Line	Stationary				
19	Fluid Components	Instruments, Sensors & Controls-Stationary				
20	Foxboro	Transmitters, Receivers, Recorders & Controllers-Stationary				
21	Harco	Cathodic Protection Equipment-Stationary				
22	Honeywell	Chart Recorders, Transmitters & Controllers-Stationary				
23	Ideal Electric Co.	Type FRBA Brushless Exciter Electronic Parts & Modules-Stationary				
24	IN-USA	Analyzers, Sensors, Transmitters & Controllers-Stationary				
25	Kahn	Dew point measurement				
26	Keller	Pressure Transmitters-Stationary				
27	McDonnell Flow Switch	Switches, Sensors, & Instrumentation-Stationary				
28	Mercoid	Measuring & Control Instruments-Stationary				
29	MicroMod Automation	Instrumentation, Sensors & Controls-Stationary				
30	Milltronics Equipment	Controllers, Sensors, Transmitters & Instrumentation-Stationary				
31	MultiTrode	Controls, Sensors & Instrumentation-Stationary				
32	Powers Process	Controls & Instrumentation Equipment-Stationary				
33	Red Lion	Controls, Sensors & Instrumentation-Stationary				
34	Robicon Electronic	Controls, VFDs, Switchgear & Equipment-Stationary				

	Motor Controls					
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Proposal From C  
Telemetry, Control, and Recording Equipment Pricing

			Units & Parts - List Price Less %	Labor Rate/hour	Delivery time-# of days	Authorized distributor
	Manufacturer Name	Item Description				
35	Rosemount	Flow, temperature, and pressure				
36	Roto-Binders	Instrumentation, Sensors & Controls-Stationary				
37	Shimaden PID Controllers	Instrumentation, Sensors & Controls-Stationary				
38	Sierra	Mass flow measurement				
39	Sierra Wireless	Communication Hardware				
40	Sparling Meters	Instrumentation, Sensors & Controls-Stationary				
41	Square D	Line Lightning Arrestors, VFDs, Switchgear, Instrumentation, PLCs & Controls-Stationary				
42	TBI-Bailey Controls	Sensors, Transmitters (pH and OPR), Controls & Instruments-Stationary				
43	Teledyne Analytical Instruments	Oxygen purity and ambient monitoring				
44	Teledyne Instruments	Ozone monitoring				
45	Telog	Monitoring Equipment				
46	Wallace & Tiernan	Cathodic Protection Equipment, Controls, Sensors & Instrumentation-Stationary				
47	Watlow Systems	Heaters, Controls, Sensors & Instrumentation-Stationary				
48	Wilkerson Instruments	Controls, Sensors & Instrumentation-Stationary				

Toshiba

Add additional products that your company supports.

			Units & Parts - List Price Less %	Labor Rate/hour	Delivery time-# of days	Authorized distributor
	Manufacturer Name	Item Description				
1						
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Proposal Form C - Page 2

Proposal From C  
Telemetry, Control, and Recording Equipment Pricing

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**PROPOSAL FORM D**  
**RFP OCWUT 38-24**  
**TELEMETRY, SCADA EQUIPMENT AND SUPPORT SERVICES**  
**HOURLY RATE SHEET FOR ADDITIONAL SERVICES OUTLINED**  
**IN ONGOING NEEDS**

Any work referenced in **Exhibit B**, or if any additional work outside of the required schedule becomes necessary, a change request will be submitted by the requesting party to the selected vendor. The hourly fees listed below will be used to compute the costs associated with the approved change requests. Typical new installation service requirements as generally defined in **Exhibit B** shall be performed using the fees quoted in this table.

SCADA Support Role/Discipline	Hourly Rate			
	Normal Business Hrs	Outside of 8 a.m. to 5 p.m.		Mileage Rate
	8 a.m. to 5 p.m.	Weekends / After Hours	Holidays	
Project Manager	\$	\$	\$	\$
Systems Analyst	\$	\$	\$	\$
Electrician	\$	\$	\$	\$
Electrical Technician	\$	\$	\$	\$
Programmer	\$	\$	\$	\$
Technical Lead	\$	\$	\$	\$
Trainer	\$	\$	\$	\$
Project Sponsor	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
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**PROPOSAL FORM D**  
**RFP OCWUT 38-24**  
**TELEMETRY, SCADA EQUIPMENT AND SUPPORT SERVICES**  
**HOURLY RATE SHEET FOR ADDITIONAL SERVICES FOR**  
**Water & Wastewater Treatment Processes - Ongoing Needs**

Any work referenced in **Exhibit B**, or if any additional work outside of the required schedule becomes necessary, a change request will be submitted by the requesting party to the other party. The hourly fees listed below will be used to compute the costs associated with the approved change requests. Typical new installation service requirements as generally defined in **Exhibit B** shall be performed using the fees quoted in this table.

SCADA Support Role/Discipline	Hourly Rate			
	Normal Business Hrs	Outside of 8 a.m. to 5 p.m.		Mileage Rate
	8 a.m. to 5 p.m.	Weekends / After Hours	Holidays	
Project Manager	\$	\$	\$	\$
Systems Analyst	\$	\$	\$	\$
Electrician	\$	\$	\$	\$
Electrical Technician	\$	\$	\$	\$
Programmer	\$	\$	\$	\$
Technical Lead	\$	\$	\$	\$
Trainer	\$	\$	\$	\$
Project Sponsor	\$	\$	\$	\$
Data Migration	\$	\$	\$	\$
System Architect	\$	\$	\$	\$
	\$	\$	\$	\$
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	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$

## GENERAL INSTRUCTIONS AND REQUIREMENTS FOR PROPOSERS

THESE INSTRUCTIONS, REQUIREMENTS AND ANY SPECIAL INSTRUCTIONS CONTAINED IN THE REQUEST FOR PROPOSAL (RFP) DOCUMENT ARE A PART OF THE TERMS AND CONDITIONS OF THE PROPOSER'S PROPOSAL. ANY EXCEPTIONS TO THESE INSTRUCTIONS, REQUIREMENTS OR THE RFP PACKET, MUST BE SPECIFIED AND SUBMITTED WITH THE PROPOSER'S PROPOSAL. A PROPOSER MAY ALSO SUBMIT EXCEPTIONS BY UPLOADING A SEPARATE DOCUMENT LABELED "EXCEPTIONS" INTO THE BIDSYSNOC SYSTEM. FAILURE TO INDICATE ANY EXCEPTIONS WILL BE REGARDED AS FULL ACCEPTANCE OF THE REQUIREMENTS, INSTRUCTIONS, AND RFP PACKET AND ANY OTHER PROPOSAL DOCUMENTS RELATED TO THIS RFP.

- 1. EXAMINATION BY PROPOSERS:** All Proposers must examine the specifications, drawings, schedules, special instructions and these general instructions and requirements prior to electronically submitting any proposal. Failure to examine is at the Proposer's own risk as the Proposer will be held to the terms, conditions and requirements therein.
- 2. SUBMISSION OF PROPOSALS ELECTRONICALLY TO THE CITY CLERK/SECRETARY:** Proposals timely received electronically through BidSync in the City Clerk's Office shall be forwarded to the Requesting Department for the Selection Committee to open and review. The BidSync system does not allow proposals to be submitted after the deadline. There will be no exceptions to this policy.
- 3. DESCRIPTIVE TERMS:** Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalog designation in describing an item does not restrict Proposers to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as that indicated in the specifications. A proposed substitute item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins and specifications. This data can be uploaded electronically through the electronic bidding system.
- 4. EXCEPTIONS:** Any exceptions to these instructions, requirements or the RFP packet, must be specified and submitted with the Proposer's Proposal. A Proposer may submit exceptions by uploading a separate document labeled "Exceptions" into the BidSync system. Failure to indicate any exceptions will be regarded as full acceptance of the requirements, instructions and RFP packet and any other proposal documents related to this RFP.
- 5. EXEMPTIONS FROM CERTAIN TAXES:** The purchase of certain goods or services by the Contracting Entity is exempt from the payment of excise, transportation, use, and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the bid prices. Any taxes that are not exempt must be included in the proposed price. No additional payment or compensation will be made for taxes.
- 6. PERFORMANCE BONDS:** If required by the RFP document, the successful Proposer must post a performance bond, a certified check, or a cashier's check in the amount required prior to approval of Agreement/Contract.
- 7. PATENTS:** The Proposer agrees to indemnify and save harmless the Contracting Entity, including any of Contracting Entity's employees from all suits and actions of every nature and description brought against the Proposer because of, or for the use of, patented or licensed appliances, products, or processes. The Proposer shall pay all royalties and charges which are legal, and equitable evidence of such payment or satisfaction shall be submitted upon request of the Contracting Entity, as a necessary requirement in connection with the final execution of any Agreement/Contract in which patented or licensed appliances, products, or processes are to be used.
- 8. TERMINATION:**
  - (a) The performance of services and/or the delivery of items under any Agreement/Contract may be terminated by the Contracting Entity, in whole or in part, whenever it is determined to be in the best interest of the Contracting Entity.

- (b) Any such termination will be effected by delivery to the Proposer of a termination notice specifying the extent to which performance or services and/or delivery of work product or system is terminated, and the date the termination becomes effective.
- (c) After receipt of a termination notice, the Proposer shall stop performance of services and/or accept no further orders under the Agreement/Contract.

**9. COMPLIANCE WITH APPLICABLE LAWS:** All Proposers must comply with all applicable federal, state or local laws and regulations, including Title VI and all provisions of the Civil Rights Act of 1964 42 U.S.C. §§ 2000d, *et seq.*

**10. SELF-INSURED:** The Contracting Entity is self-insured for its own negligence. The liability of the Contracting Entity for acts of negligence are limited and subject to the Governmental Tort Claims Act, 51 O.S. §§ 151, *et seq.*

**11. RIGHT TO AUDIT:** The Contracting Entity shall at all times have the right to examine books, papers and records of the successful Proposer relative to all aspects of the Proposer's proposal and the agreements/contracts awarded as a result of this RFP to assess and confirm proposal and Agreement/Contract compliance. Failure to provide the requested information may result in termination of the Agreement/Contract. This right to audit does not apply to Proposer's other contracts or records not affecting the proposal and Agreement/Contract.

**12. SAMPLE FORMS:** Sample forms are attached to this document. It is not necessary to submit forms with your electronic proposal. The forms will be completed prior to Agreement/Contract approval.

**13. PAYMENTS AND DISCOUNTS:**

- (a) Payment for goods and services as specified in the Agreement/Contract shall be processed promptly after completion of delivery and acceptance of items and after receipt from Proposer of properly prepared invoice(s) and/or notarized claim voucher(s), if applicable. Purchases may be made by certain City or Trust employees using a purchasing card. Employees of Contracting Entity are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the Proposer may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The price in the Proposal shall cover any fees a Proposer may incur.
- (b) Discounts for prompt payment will not be considered in proposal evaluations, unless otherwise specified. Discounts offered by the Proposer will be taken, however, if payment is made within the discount period.
- (c) Late charges cannot be assessed against Contracting Entity.

**14. CURRENCY:** The Proposer agrees that all proposals are to be submitted in U.S. dollars. Proposals submitted in any currency other than U.S. dollars may not be considered. The Proposer also agrees that all invoices shall be submitted in U.S. dollars and agrees to accept payment in U.S. dollars as full satisfaction of the invoiced amount unless otherwise agreed to in a negotiated contract.

### **Oklahoma Open Records Act and Confidential Information**

All materials submitted to the Contracting Entity pursuant to this Bid or Proposal potentially become subject to the mandates of the Oklahoma Open Records Act, 51 O.S. § 24A.1. *et seq.* The purpose of this Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Almost all "records," as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statutes create a specific and express exemption or confidential privilege, persons who submit information to public bodies have no right to keep this information from public access nor have a reasonable expectation that this information will be kept from public access.

If you believe that any of the information you have submitted to the Contracting Entity pursuant to this Bid or Proposal is exempt or confidential under a specific state or federal statute, and therefore not subject to public access under the Oklahoma Open Records Act, you must comply with the following:

1. Place said documents/records in a separate electronic file attachment marked “Confidential”. DO NOT label your entire Bid or Proposal as “Confidential” – label only those portions of the Bid or Proposal that you feel are exempt or are made confidential by state or federal law as “Confidential”.
2. For each such document for which you are claiming an exemption or a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets, see 21 O.S. § 1732 (Larceny of Trade Secrets) and the Uniform Trade Secrets Act, 78 O.S. § 85 et seq.

Should an Open Records request be presented to the Contracting Entity requesting information you have identified as “Confidential,” you will be responsible for defending your position in the District Court, if needed.

If you fail to identify any records submitted as part of your Bid or Proposal as “Confidential”, you are agreeing that said records are not exempt or confidential and are subject to public access.

Upon receipt of a request by a third party to review or copy records properly identified as “Confidential,” you will be notified of the request and thereby given an opportunity to immediately enforce and protect your rights by initiating an action in a court of competent jurisdiction. Should you fail to timely bring an action to enforce your rights, then the requested records will be released by the Contracting Entity based upon its determination of the application of the Oklahoma Open Records Act.

**This form is a sample only and should not be submitted with proposal. Forms will be completed prior to agreement approval.**

**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, national origin, ancestry or disability. The Proposer shall take affirmative action to insure that employees are treated without regard to their race, creed, color, age, national origin, sex, 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

Signature of Individual

Title

Printed Name of Individual

Company Name and Address

Zip Code

Telephone Number and Fax Number if any



**This form is a sample only and should not be submitted with proposal. Forms will be completed prior to agreement approval.**

### 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 ←**

Type Name of Authorized Agent/Representative \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone Number and Fax Number, if any \_\_\_\_\_

**TO BE COMPLETED BY THE NOTARY:**

State of \* \_\_\_\_\_ )  
County of \* \_\_\_\_\_ ) SS.  
[\*State and County where notarized must be written in for bid/proposal to be considered.]

Signed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_  
[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number: \_\_\_\_\_  
[Oklahoma]

Type Name of Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
[Date/Year]

Signature of Notary Public \_\_\_\_\_  
[49 Okla. Stat. 2011 §119]

September 2020



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## Question and Answers for Bid #RFP OCWUT 38-24 - Telemetry, SCADA Equipment and Support Services

### Overall Bid Questions

There are no questions associated with this bid.