

Solicitation RFP OCWUT 04-25

Tinker Air Force Base Hydraulic Modeling and Support Services

Bid Designation: Public



The City of
OKLAHOMA CITY

City of Oklahoma City and its Trusts

Bid RFP OCWUT 04-25

Tinker Air Force Base Hydraulic Modeling and Support Services

Bid Number	RFP OCWUT 04-25
Bid Title	Tinker Air Force Base Hydraulic Modeling and Support Services
Expected Expenditure	\$100,000.00 (This price is expected - not guaranteed)
Bid Start Date	In Held
Bid End Date	Dec 18, 2024 4:00:00 PM CST
Question & Answer End Date	Dec 10, 2024 5:00:00 PM CST
Bid Contact	Rebecca Cavnar rebecca.cavnar@okc.gov
Bid Contact	City Clerk cityclerk@okc.gov
Bid Contact	Mark Keesee mark.keesee@okc.gov
Bid Contact	Tasha Dewitt tasha.dewitt@okc.gov
Contract Duration	4 years
Contract Renewal	4 annual renewals
Prices Good for	12 months
Pre-Bid Conference	Dec 3, 2024 11:00:00 AM CST Attendance is optional Location: A Non-Mandatory Pre-Proposal Conference will be held December 3, 2024 beginning promptly. at 11:00 A.M. CST. In person: 1 N. Walker Ave., Oklahoma City, OK 73102, Room #126. Online in Teams: 294 644 667 876 Passcode: Rok2di Or call in (audio only) +1 405-534-4946, 998733575# United States, Oklahoma City Phone Conference ID: 998 733 575#
Standard Disclaimer	This site and system is hosted by Oklahoma City through BIDSYNC for use of The City of Oklahoma City and its trusts. 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.
Bid Comments	The expected expenditure amount of \$100,000. for this service is an estimate for a one-year period based on past history and future projections. The quantity of any item or service when shown in the price schedule as an estimate of an annual requirement is only an estimate based on currently available information. The purchase of any such item/service or quantity is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item or service will be rejected. See the specification bid packet for more information.

No zipped files please.

Item Response Form

Item **RFP OCWUT 04-25--01-01 - Tinker Air Force Base Hydraulic Modeling and Support Services**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **City of Oklahoma City and its Trusts**

See Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1

Description

Please submit the W-9 form (Revised March 2024).

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~~ _____
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]

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



The City of OKLAHOMA CITY

Updated 2019
(Internal use only)
PeopleSoft Vendor ID: _____ Entered by: _____
Helpdesk Ticket #: _____ Date: _____

VENDOR REGISTRATION FORM

Please print legibly or type this information. Form must be completed and signed by authorized individual.

If you are a single member LLC classified as a Disregarded Entity on your W-9, you MUST provide the owner's SSN or EIN, not the LLC's EIN (see IRS pub 3402).

- NEW DOMESTIC VENDOR - Attach the most current IRS W-9 form, along with this form; both MUST be filled out in their entirety.
NEW FOREIGN ENTITY - Attach the most current, appropriate, IRS W-8 form, along with this form; both MUST be filled out in their entirety
Please provide the City Department or Employee you are working with:

- UPDATE EXISTING VENDOR - Attach the most current IRS W-9/W-8 form, along with this form; both MUST be filled out in their entirety.

Select all types of applicable update(s):

- Address Name Tax ID Contact Information ACH/EFT Other:

How did you hear about us?

SDBE Program: Please select all applicable vendor characteristics:

- Disadvantaged Business Enterprise
Small Business - as defined by the U.S. Small Business Administration
Women-Owned Business - % women owned / controlled
Minority-Owned Business - % Minority owned / controlled
Ethnicity(ies)
DUNS Number -

If you checked any of the above boxes, please provide a brief description of your business:

If you checked any of the above boxes, do you wish to receive notifications of upcoming contract opportunities?

Do you wish to receive payments by electronic funds transfer?

Check here if same as PO address

PURCHASE ORDER ADDRESS
BUSINESS NAME
ADDRESS 1
ADDRESS 2
CITY STATE ZIP CODE
CONTACT PERSON
EMAIL ADDRESS
TELEPHONE NUMBER

PAYMENT REMITTANCE ADDRESS
BUSINESS NAME
ADDRESS 1
ADDRESS 2
CITY STATE ZIP CODE
CONTACT PERSON
EMAIL ADDRESS
TELEPHONE NUMBER

Any vendor who accepts payment confirms the following: the invoice is true and correct; the work, service or materials as shown by the invoice or claim have been completed or supplied in accordance with the plans, specifications, orders or requests furnished the vendor; and the vendor has made no payment, directly or indirectly, to any elected official, officer or employee of this City, of money or any other thing of value to obtain payment See 62 O.S. § 310.9.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer is now debarred or otherwise declared ineligible by a public agency for bidding or furnishing materials, supplies or services, to any other public agency thereof. NOTE: Article IV, Section 11 of the City Charter prohibits employees of the City from having a proprietary interest in City Contracts See 11 O.S. § 8-11.

Return to Procurement Services:
vendorregistration@okc.gov
100 N. Walker, Suite #200
Oklahoma City, OK 73102
(405) 297-2741 Fax (405) 297-2142

Signature of Person Authorized to Sign Date Signed

Print Name Title

(Published in the Journal Record November 20, 2024, and November 27, 2024)

NOTICE TO PROPOSERS

Notice is hereby given that Oklahoma City Water Utilities Trust will receive electronic bids at the **OFFICE OF THE CITY CLERK, 200 North Walker Avenue, Oklahoma City, Oklahoma 73102** until 4:00:00 p.m., on the **18th** day of **December 2024**, for the following:

Bid Number: RFP OCWUT 04-25
Title: Tinker Air Force Base Hydraulic Modeling and Support Services

A Non-Mandatory Pre-Proposal Conference will be held December 3, 2024, beginning promptly. at 11:00 AM CST.

To attend in person: 1 N. Walker Ave., Oklahoma City, OK 73102, Room #126

To attend online in Teams type the Teams Meeting Address below in your internet browser and enter the Meeting ID or click this link: [Join the meeting now](#)

Teams Meeting Address: <https://teams.microsoft.com/>

Meeting ID: 294 644 667 876

Passcode: Rok2di

Or call in (audio only) [+1 405-534-4946, 998733575#](tel:+14055344946998733575) United States, Oklahoma City Phone

Conference ID: 998 733 575#

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.

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.

2025

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

RFP OCWUT 04-25
Tinker Air Force Base Hydraulic Modeling 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 the needs of hydraulic modeling for the Tinker Air Force Base water and wastewater systems.

The initial term of the resulting Professional Services Agreement (PSA), shall be effective for a four (4) year term, as approved by OCWUT, with the option to renew for one (1) additional four (4) year term, as approved by OCWUT.

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 1.0. All activities and dates shown in Table 1.0 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	November 19 2024
2. RFP is available to Proposers in Periscope	November 20, 2024
3. Non-mandatory Pre-Proposal Conference	December 3, 2024, at 11 a.m. CST
4. Last Date to receive Questions on this RFP	December 10, 2024, at 5 p.m. CST
5. Anticipated Final Addendum (if necessary)	December 12, 2024
6. Proposals Due	December 18, 2024, at 4:00 p.m. CST

1.2 Exhibits for Information and Action

Exhibit A – Scope of Services

Exhibit B – PSA Sample

Exhibit C – FAR/DFAR Clauses

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.

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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.

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

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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 AG 18, 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 OCWUT 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.

- 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.

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- 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 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 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.

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.

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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 the 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:

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

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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 always 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.

AUTOMOBILE LIABILITY INSURANCE – The Proposer shall maintain automobile insurance coverage in, at a minimum, the amounts required by Oklahoma law as to the

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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 coverages 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 thereof 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 04-25, Tinker Air Force Base Hydraulic Modeling and Support Services**.” The page shall clearly indicate

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the name 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 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).

3.2.4 Procurement Process and Schedule

The proposals are due before 4:00:00 p.m. CST on the date set forth in Table 1.0 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.**

3.2.5 Contact Person and Additional Information

The Periscope contact person for this RFP is:

Rebecca Cavnar, Administrative Specialist
The City of Oklahoma City Utilities Department
420 W. Main Street, Suite 500
Oklahoma City, Oklahoma 73102
Email: WW-procurement@okc.gov

Requests for additional information or clarification on this RFP must be submitted in Periscope no later than the date shown in Table 1.0 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 1.0 of this RFP.

3.2.6 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 the Contracting Entity.

3.2.7 Confidentiality

Responses to the RFP become the property of the Contracting Entity. At such time as a Proposer

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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.

3.2.8 Cost Adjustment Terms

Prices shall remain firm throughout the first twelve months of the contract period. 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. 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:

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

Where, CPI_n = Consumer Price Index-U (All Urban Consumers), South Region, all items for the calendar month and year of the adjustment.

CPI_o = 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_n and CPI_o chart from 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
- Reference the title of the contract (e.g. Tinker Air Force Base Hydraulic Modeling and Support Services)
- Must be submitted to: The City of Oklahoma City, Utilities Department, Contracts Administration Section, 420 W. Main Street, Ste. 500, Oklahoma City, OK 73102

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Requests emailed to ww-procurement@okc.gov are acceptable.

3.2.9 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.

3.2.10 Proposal Forms

1. Proposal Form A – Cover Sheet
2. Proposal Form B – References
3. Proposal Form C – Hourly Rate Sheet(s) for the following:
 - Scheduled Requested Tasks/Services
 - Emergency Response- Non-Critical
 - Emergency Response - Critical
4. Proposal Form D – Supplier Contact Form
5. Proposal Form E – Cover Sheet for Certificate of Insurance

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 immediately upon issuance of Notice to Proceed.

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

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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.

The proposal shall:

- Bear all required signatures
- Reference RFP OCWUT 04-25
- Be submitted in Periscope 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.

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.

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 services needed for each utility to ensure that specific functions can be performed throughout the water and wastewater 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.

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.

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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 checks to access Tinker Air Force Base.

E. Expertise

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

F. Implementation

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

4.2.2 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.

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

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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).

4.2.3 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.

4.2.4 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.

4.2.5 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).

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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,

Authorizing Officer **Printed Title** **Date**

Printed Name of Authorizing Officer **Email Address of Authorizing Officer**

NOTE: If the Contracting Entity is a(n):
Corporation The authorizing officer **must** be: President, Vice-President, Chairperson, or Vice-Chairperson
LLC The authorizing officer **must** be: Manager, Managing Member, President, or Vice-President
Partnership The authorizing officer **must** be: General Partner
Joint Venture The authorizing officer **must** be: An Authorized Officer of Each of the Ventures

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2	Business name/disregarded entity name, if different from above.		
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>		
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	6	City, state, and ZIP code		
	7	List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
-				-					
or									
Employer identification number									
-									

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



**The City of
OKLAHOMA CITY**

(Internal use only)
Oracle Supplier ID: _____ Entered by: _____
Helpdesk Ticket #: _____ Date: _____

VENDOR REGISTRATION FORM

Please print legibly or type this information. Form must be completed and signed by authorized individual.

If you are a single member LLC classified as a Disregarded Entity on your W-9, you MUST provide the owner's SSN or EIN, not the LLC's EIN (see IRS pub 3402).

- NEW DOMESTIC VENDOR** - Attach the most current IRS W-9 form, along with this form; both MUST be filled out in their entirety.
- NEW FOREIGN ENTITY** - Attach the most current, appropriate, IRS W-8 form, along with this form; both MUST be filled out in their entirety

Please provide the City Department or Employee you are working with:

_____ City Department City Employee

- UPDATE EXISTING VENDOR** - Attach the most current IRS W-9/W-8 form, along with this form; both MUST be filled out in their entirety.

Select all types of applicable update(s):

- Address Name Tax ID Contact Information ACH/EFT Other: _____

SDBE Program: Please select all applicable vendor characteristics:

- Disadvantaged Business Enterprise
- Small Business - as defined by the U.S. Small Business Administration
- Women-Owned Business - % women owned / controlled _____%
- Minority-Owned Business - % Minority owned / controlled _____%
- Ethnicity(ies) _____
- UEI Number - _____

If you checked any of the above boxes, please provide a brief description of your business: _____

If you checked any of the above boxes, do you wish to receive notifications of upcoming contract opportunities?

Do you consent to receive Forms 1099 by email?

Do you wish to receive payments by electronic funds transfer?

Check here if same as PO address

PURCHASE ORDER ADDRESS

BUSINESS NAME _____

ADDRESS 1 _____

ADDRESS 2 _____

CITY _____ STATE _____ ZIP CODE _____

CONTACT PERSON _____

EMAIL ADDRESS _____

TELEPHONE NUMBER _____

PAYMENT REMITTANCE ADDRESS

BUSINESS NAME _____

ADDRESS 1 _____

ADDRESS 2 _____

CITY _____ STATE _____ ZIP CODE _____

CONTACT PERSON _____

EMAIL ADDRESS _____

TELEPHONE NUMBER _____

Any vendor who accepts payment confirms the following: the invoice is true and correct; the work, service or materials as shown by the invoice or claim have been completed or supplied in accordance with the plans, specifications, orders or requests furnished the vendor; and the vendor has made no payment, directly or indirectly, to any elected official, officer or employee of this City, of money or any other thing of value to obtain payment See [62 O.S. § 310.9](#).

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer is now debarred or otherwise declared ineligible by a public agency for bidding or furnishing materials, supplies or services, to any other public agency thereof. NOTE: Article IV, Section 11 of the City Charter prohibits employees of the City from having a proprietary interest in City Contracts See [11 O.S. § 8-113](#).

Return to Procurement Services:
vendorregistration@okc.gov

100 N. Walker, Suite #200
Oklahoma City, OK 73102
(405) 297-2142

Signature of Person Authorized to Sign Date Signed

Print Name Title

EXHIBIT A
RFP OCWUT 04-25
TINKER AIR FORCE BASE HYDRAULIC MODELING AND
SUPPORT SERVICES

SCOPE OF SERVICES

Background

In September of 2020, The City of Oklahoma City and the Oklahoma City Water Utilities Trust (OCWUT) entered into an agreement with the United States Government for OCWUT to assume the operation, maintenance, and repair of the domestic water and wastewater systems at Tinker Air Force Base. In order to understand and efficiently operate the system, a water and wastewater model was created in October 2021 and the water model was updated in August 2023 based on GIS and survey data utilizing Innovyze software.

WATER MODEL

The water system consists of approximately 5 elevated storage tanks, 23 groundwater wells, and 86 miles of water lines and services, and is split into 3 operating pressure zones. In August 2022 an “all pipes” water model was developed and calibrated for planning level needs for the extended period simulation (EPS) or dynamic calibration using pressure logger data. The model also met planning level criteria for six of the nine steady-state simulations (C-Factor and Fire Flow tests). The following scenarios were evaluated: existing conditions, 2025 demand, 2035 demand, and 2070 demand.

The following reports were utilized to develop the Water model or a result and will be available to the awarded Proposer:

- Water Model Calibration Report dated December 14, 2022
- Water Model dated October 29, 2023
- Water Model Evaluation Criteria dated January 26, 2022
- Water Model Fluoride Study dated September 07, 2023
- Water Monthly Operating Reports from 2011 to 2021
- Water Age Report dated April 09, 2023
- Water Deficiencies Report dated April 14, 2023
- Water and Wastewater System Master Plan dated August 29, 2023
- Water Fire Flow Study dated December 21, 2021

WASTEWATER MODEL

The sanitary sewer system consists of approximately 33 miles of sewer mains, 460 manholes, 57 lifts station (only 4 within model) and 224 sub catchments within the model. In June 2022 the “all pipes” wastewater model was developed and calibrated to reflect dry-weather and wet-weather patterns for 2025, 2035, and 2070 projected growth and development scenarios. In the development of the wastewater model, the Oklahoma City Drainage Criteria Manual was utilized for

EXHIBIT A
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the 10-year, 24-hour design storm.

The following reports were utilized to develop the Wastewater model or a result and will be available to the awarded Proposer:

- Wastewater Hydraulic model dated April 10, 2023
- Wastewater Flow Monitoring Report dated August 26, 2021
- Wastewater Lift Station Elimination Study dated October 28, 2021
- Wastewater Model Evaluation Criteria Report dated January 27, 2022
- Wastewater Calibration Plan dated June 30, 2022
- Wastewater Level of Service Criteria Report dated December 28, 2022
- Wastewater Deficiencies Report dated March 17, 2023
- Wastewater Calibration Results Report dated April 10, 2023
- Water and Wastewater System Master Plan dated August 29, 2023

Hydraulic Modeling Services

The responder must be capable of accessing, validating, analyzing, and updating the existing water and sanitary sewer hydraulic models. Under this task the Proposer must be able to:

1. Validate the existing water and wastewater models
2. Update the models annually based on GIS updates and/or Operational changes
3. Coordinate with the Program Manager to provide information and recommendations to update the Master Plan in 2025/2026
4. Assess the impact on the water system of proposed new development and determine where additional or upgraded assets may be required to provide sufficient volume and pressure to meet the level of service and fire flow requirements as defined in the overarching contract.
5. Evaluate various scenarios related to proposed improvements to the water and/or wastewater systems
6. Update the water and wastewater models based on updated information or holistic operational changes.

For each assigned task, the City will meet with the Proposer for scope requirements. The City will provide the Proposer the proposed development, proposed demand, proposed locations, or any other relevant information. The Proposer shall prepare and submit a scope, schedule, and fee (not to exceed) for authorization to proceed. The Proposer shall assume any additional meeting and Project Management and Coordination are included as part of the assigned modeling task. After authorization and Notice to Proceed is issued by the City, the Proposer shall proceed and document the results in a brief technical memorandum with the model assumptions, results, and recommendations.

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Deliverable:

- Technical Memorandum per approved assigned task

On-Call/Accessibility Requirement

The Proposer will provide qualified and competent technical support staff on an on-call for as-needed hydraulic modeling services as defined below. The successful Proposer will have staff that may be contacted by on-call through a published mobile phone, email, or by another method deemed to be reliable by Contracting Entity in order to provide assistance with unscheduled water or sanitary sewer issues. The successful Proposer must have staff available if an emergency arises to immediately assist with scenarios that may assist OCWUT Tinker Operations and Engineering staff.

- a. Emergency-critical support services within four (4) 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 the responsibility of City Personnel.
- b. Emergency-noncritical support services within 24 consecutive hours of notification by City personnel. Emergency-noncritical 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.
- c. Scheduled requested tasks/services scope, schedule, and fee due within 5 working days of the scoping meeting.
- d. Phone number for emergency support service, which is answered 24 hours per day, 365 days per year.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter “**Agreement**”) is entered into as of this ____ day of _____, 2024, 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 _____, 2024, **OCWUT** prepared a Request for Proposal (“**RFP**”) seeking a Professional Services Agreement to provide crane and hoist equipment inspections and preventive maintenance; and

WHEREAS, on _____, 2024, **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 crane and hoist equipment inspections and preventive maintenance 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, Proposed Schedule and Solutions”)

Attachment “B” (“Cost Proposal & Rate Card”),
Attachment “C” (“SERVICE PROVIDER’S Project Team”),
Attachment “D” (“Certificate of Insurance”),
Attachment “E” (“Supplier Contact Information”),
Attachment “F” (“OCWUT, City, and Airport Equipment List”),
Attachment “G” (“Non-Collusion Affidavit/Non-Discrimination Statement),
Attachment “H” (“SERVICE PROVIDER’S Original Proposal).

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 **Attachment F**.

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 “C” (“SERVICE**

PROVIDER'S Project Team") 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 "B" ("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:

Attention: _____

Telephone: _____

Email: _____

To OCWUT:

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

To THE CITY:

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

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

(n) **Term and Renewal Option.** The initial term of the resulting **Professional Services Agreement (PSA)** shall be effective for three (3) years with the option to extend the contract for an additional three (3) year extension upon mutual agreement by both parties.

(o) 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 "A"**.

(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 "D"** which is incorporated herein by reference.

(b) **SERVICES PROVIDER** shall be responsible for providing **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.

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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 the 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

TO BE COMPLETED BY THE NOTARY:

State of * _____)
County of * _____) SS.
[*State and County where notarized must be written in.]

Signed and sworn to before me this _____ day of _____, 2024

by _____
[Printed name of individual who signed above.]

My Commission number: _____

My Commission expires: _____
[Date/Year] Signature of Notary Public

Exhibit C 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>

RFP OCWUT 04-25

Tinker AFB Hydraulic Modeling & Support Services

Proposal Form A - Cover Sheet

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. 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.

(attach documents behind this cover sheet)

PROPOSAL FORM B

RFP OCWUT 04-25

Tinker Air Force Base Hydraulic Modeling 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 the proposer.

Owner/Agency:	<input type="text"/>
Address:	<input type="text"/>
City, State, Zip:	<input type="text"/>
Contact Name/Phone:	<input type="text"/>
Assignment:	<input type="text"/>
Date of Request(s):	<input type="text"/>
How long has the reference been your customer?	<input type="text"/>

Owner/Agency:	<input type="text"/>
Address:	<input type="text"/>
City, State, Zip:	<input type="text"/>
Contact Name/Phone:	<input type="text"/>
Assignment:	<input type="text"/>
Date of Request(s):	<input type="text"/>
How long has the reference been your customer?	<input type="text"/>

Owner/Agency:	<input type="text"/>
Address:	<input type="text"/>
City, State, Zip:	<input type="text"/>
Contact Name/Phone:	<input type="text"/>
Assignment:	<input type="text"/>
Date of Request(s):	<input type="text"/>

How long has the reference been your customer?

PROPOSAL FORM B

RFP OCWUT 04-25

Tinker Air Force Base Hydraulic Modeling 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 the proposer.

Owner/Agency:	<input type="text"/>
Address:	<input type="text"/>
City, State, Zip:	<input type="text"/>
Contact Name/Phone:	<input type="text"/>
Assignment:	<input type="text"/>
Date of Request(s):	<input type="text"/>
How long has the reference been your customer?	<input type="text"/>

Owner/Agency:	<input type="text"/>
Address:	<input type="text"/>
City, State, Zip:	<input type="text"/>
Contact Name/Phone:	<input type="text"/>
Assignment:	<input type="text"/>
Date of Request(s):	<input type="text"/>
How long has the reference been your customer?	<input type="text"/>

Owner/Agency:	<input type="text"/>
Address:	<input type="text"/>
City, State, Zip:	<input type="text"/>
Contact Name/Phone:	<input type="text"/>
Assignment:	<input type="text"/>
Date of Request(s):	<input type="text"/>
How long has the reference been your customer?	<input type="text"/>

PROPOSAL FORM D

RFP OCWUT 04-25 Tinker AFB Hydraulic Modeling & Support Services

CONTACT INFORMATION

Local office address:

Manager's name:

Manager's email address:

Office telephone number:

Cell phone:

Company website:

EMERGENCY CONTACT INFORMATION

Phone number for emergency support service, which is answered 24 hours per day, 365 days per year.

Telephone number:

Emergency-critical support services within four (4) hours of notification by City personnel.

Emergency-noncritical support services within 24 consecutive hours of notification by City personnel.

1. Contact name and title:

Telephone number: Cell phone:

2. Contact name and title:

Telephone number: Cell phone:

3. Contact name and title:

Telephone number: Cell phone:

4. Contact name and title:

Telephone number: Cell phone:

RFP OCWUT 04-25

Tinker AFB Hydraulic Modeling & Support Services

Proposal Form E

Provide current Certificate of Insurance

(attach document behind this cover sheet)

Question and Answers for Bid #RFP OCWUT 04-25 - Tinker Air Force Base Hydraulic Modeling and Support Services

Overall Bid Questions

There are no questions associated with this bid.