

## **Solicitation RFP-OCITY-171**

### **Safety Consultant for the City of Oklahoma City**

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



**City of Oklahoma City and its Trusts**

## **Bid RFP-OCITY-171**

### **Safety Consultant for the City of Oklahoma City**

|                               |   |
|-------------------------------|---|
| Bid Number                    | <b>RFP-OCITY-171</b>  |
| Bid Title                     | <b>Safety Consultant for the City of Oklahoma City</b>  |
| Bid Start Date                | <b>In Held</b>  |
| Bid End Date                  | <b>Dec 11, 2024 4:00:00 PM CST</b>  |
| Question & Answer<br>End Date | <b>Nov 27, 2024 12:00:00 PM CST</b>   |
| Bid Contact                   | <b>Emma Winiski</b><br><b>Special Program Coordinator</b><br><b>emma.winiski@okc.gov</b>  |
| Bid Contact                   | <b>City Clerk</b><br><b>cityclerk@okc.gov</b>   |
| Bid Contact                   | <b>Joann Daniel</b><br><b>joann.daniel@okc.gov</b>  |
| Contract Duration             | <b>1 year</b>   |
| Contract Renewal              | <b>4 annual renewals</b>  |
| Prices Good for               | <b>30 days</b>  |
| Pre-Bid Conference            | <b>Nov 14, 2024 2:00:00 PM CST</b><br><b>Attendance is optional</b><br><b>Location: Email emma.winiski@okc.gov for the virtual meeting invitation.</b>  |
| Standard Disclaimer           | <b>This site and system is hosted by Oklahoma City through BIDSYNC for use of The City of Oklahoma City and its trusts.</b><br><b>Certain screens and flags may show the name and/or seal of The City; however, such references do not indicate or change the contracting entity.</b>   |
| Bid Comments                  | <b>The City of Oklahoma City is committed to fostering a workplace environment that prioritizes the physical and psychological safety of its employees. As part of our ongoing efforts to improve safety outcomes and foster a strong culture of safety, we are seeking a consultant to help us complete three phases of work: (1) assess the current landscape of physical and psychological safety for City employees, including building safety audits and a review of policies and practices; (2) provide strategic goals and recommendations based on landscape assessment findings; and (3) pilot best practices or other promising safety management solutions in collaboration with City staff. This initiative aligns with our strategic priority of creating a safe, inclusive, and supportive environment for all City employees and the community we serve.</b><br><br><b>PLEASE DO NOT SUBMIT ZIP FILES.</b> |

#### **Item Response Form**

|      |   |
|------|---|
| Item | <b>RFP-OCITY-171--01-01 - Safety Consultant for City of OKC</b> |
|------|---|

Quantity                    **1 each**

Prices are not requested for this item.

Delivery Location        **City of Oklahoma City and its Trusts**  
                                  No Location Specified

**Qty 1**

**Description**

Upload your response to the Request for Proposals (RFP) as outlined in the RFP and any related documents to this line item.

## GENERAL INSTRUCTIONS AND REQUIREMENTS FOR PROPOSERS

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

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

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

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

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

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

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

**13. PAYMENTS AND DISCOUNTS:**

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

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

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

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

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

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

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

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

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

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

**NON-DISCRIMINATION STATEMENT**

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

a. That the Proposer will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Proposer shall take affirmative action to insure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Proposer agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;

b. That the Proposer agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement/Contract.

c. In the event of the Proposer's non-compliance with the above non-discrimination clause, this Agreement/Contract may be canceled or terminated by the Contracting Entity. The Proposer may be declared by the Contracting Entity ineligible for further Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Proposer.

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

~~Sign Here~~ X

Signature of Individual

Title

Printed Name of Individual

Company Name and Address

Zip Code

Telephone Number and Fax Number if any

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

**NON-COLLUSION AFFIDAVIT**

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

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

Witness the hands of the parties hereto:

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

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

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

Signature \_\_\_\_\_

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

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

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

**TO BE COMPLETED BY THE NOTARY:**

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

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

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

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

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

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

September 2020



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

Updated 2019

(Internal use only)  
PeopleSoft Vendor ID: \_\_\_\_\_ Entered by: \_\_\_\_\_  
Helpdesk Ticket #: \_\_\_\_\_ Date: \_\_\_\_\_

**The City of  
OKLAHOMA CITY**

**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: \_\_\_\_\_

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](mailto: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* on \_\_\_\_\_ November 6<sup>th</sup>, 2024 \_\_\_\_\_)

## NOTICE TO PROPOSERS

Notice is hereby given that City of Oklahoma City (“Contracting Entity”) will receive electronic proposals at the **OFFICE OF THE CITY CLERK, 200 North Walker Avenue, Oklahoma City, Oklahoma 73102** until 4:00:00 p.m., on the 11<sup>th</sup> day of December 2024, for the following:

### REQUEST FOR PROPOSALS (RFP-OCITY-171) – SAFETY CONSULTANT FOR THE CITY OF OKLAHOMA CITY

A non-mandatory pre-proposal meeting will be held on **Thursday, November 14<sup>th</sup> 2024 at 2:00 pm CST** via Microsoft Teams. **Please notify Emma Winiski at [emma.winiski@okc.gov](mailto:emma.winiski@okc.gov) of your intention to attend and to receive a link to access the meeting.** The purpose of the meeting is to explain the request for proposal, answer any questions concerning the proposal, and to receive any requests for amendments to the RFP as suggested by interested proposers. The Contracting Entity makes no assurances that any such requested amendments will be incorporated into the RFP.

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](https://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.



**The City of  
OKLAHOMA CITY**  
and its Trusts

**ELECTRONIC REQUEST FOR PROPOSAL PACKET  
SAFETY CONSULTANT FOR THE CITY OF OKLAHOMA CITY  
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## **SAFETY CONSULTANT FOR THE CITY OF OKLAHOMA CITY INSTRUCTIONS TO PROPOSERS**

**INTENT:** The City of Oklahoma City is committed to fostering a workplace environment that prioritizes the physical and psychological safety of its employees. As part of our ongoing efforts to improve safety outcomes and foster a strong culture of safety, we are seeking a consultant to help us complete three phases of work: (1) assess the current landscape of physical and psychological safety for City employees, including building safety audits and a review of policies and practices; (2) provide strategic goals and recommendations based on landscape assessment findings; and (3) pilot best practices or other promising safety management solutions in collaboration with City staff. This initiative aligns with our strategic priority of creating a safe, inclusive, and supportive environment for all City employees and the community we serve.

**SCOPE OF AGREEMENT/CONTRACT:** The Proposer shall furnish and supply the below listed item(s) in accordance with the terms, conditions and provisions set forth herein. The Contracting Entity reserves the right to award this Agreement/Contract to a single Proposer or to multiple Proposers, whichever is deemed to be in best interest of the Contracting Entity.

**CONTRACTING ENTITY:** The term "Contracting Entity" as used throughout this Agreement/Contract shall mean The City of Oklahoma City and any participating Public Trust which chooses to avail itself of the services from the resultant Agreement/Contract. Should a participating Public Trust, of which The City of Oklahoma City is Beneficiary, choose to avail itself of services from the resultant Agreement(s)/Contract(s), the Proposer(s) will honor the terms and conditions, including price, of the Agreement(s)/Contract(s).

**PROPOSER:** Upon award of this Agreement/Contract, the term "Proposer" or "Consultant/Service Provider" shall mean the contracting party supplying the goods and/or services.

**AGREEMENT/CONTRACT PERIOD:** The Agreement/Contract shall be for one year with the option to renew for four additional one-year periods. The Agreement/Contract shall be in effect commencing on the date approved by the Contracting Entity.

### **AGREEMENT/CONTRACT RENEWAL OPTION:**

1. This Agreement/Contract is renewable for four additional one-year periods at the option of the Contracting Entity. Should the Contracting Entity desire to renew the Agreement/Contract, a written preliminary notice will be furnished to the Proposer prior to the expiration date of the Agreement/Contract. (Such preliminary notice will not be deemed to commit the Contracting Entity to renew.)
2. Upon receipt of the Contracting Entity's preliminary notice, the Proposer shall, if desired, submit a written agreement to continue Agreement/Contract performance for an additional one-year period.
3. Should the Contracting Entity exercise this option for renewal, the Agreement/Contract as renewed shall be deemed to include this option provision except that the total duration of

this Agreement/Contract, including any renewals, shall not exceed five years without approval of the Contracting Entity.

4. In all cases Agreement/Contract renewals shall be approved by the Contracting Entity, and sufficient appropriations shall have been made for the particular fiscal year for which the renewal is sought.

**DELIVERY:** Proposers shall specify their proposed delivery times for the requested goods and services in the Line Item pricing area in the electronic bidding system or in their proposal response. If a deadline is specified and no alternative is proposed, the Proposer will have agreed to meet the stated deadline.

**INSPECTION AND ACCEPTANCE AT DESTINATION:**

1. Final inspection and acceptance shall be at destination. Acceptance will occur after the goods or results of the services have been inspected and when determined by designated competent staff to have met the proposal specifications. Delivery does not constitute acceptance.
2. Although source inspection by the Contracting Entity is not anticipated under this agreement/contract, the provisions of this article shall in no way be construed to limit the rights of the Contracting Entity to otherwise conduct source inspections when it deems to be appropriate.

**F.O.B. DESTINATION:**

1. The Proposer shall deliver each item F.O.B. Destination, Oklahoma City, Oklahoma, and to any and all points designated in the proposal specifications.
2. Inside delivery is required unless specifically and expressly stated in the specifications.

**COMMERCIAL PACKAGING:** Preservation, packaging, packing and marking will be in accordance with Proposer's best commercial practice to provide adequate protection against shipping damage. Proposer is required to replace any goods damaged in shipping or delivery.

**ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE):**

1. The quantity of any item, good, or service when shown in the price schedule as an estimate of an annual requirement is merely an estimate based on currently available information. The purchase of any such item or quantity of good or service is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected.
2. The Proposer agrees to furnish all quantities ordered by the Contracting Entity during the Agreement/Contract period.
3. The Contracting Entity agrees to place orders with the Proposer for all its requirements for

those items shown in the price schedule, as awarded, except as follows:

- a. Quantities of items needed under conditions of emergency or public exigency as approved by the Purchasing Agent.
  - b. Quantities of items obtainable from State contracts, as approved by the Purchasing Agent.
  - c. Quantities of items where federal funds are involved and other action is warranted for federal regulatory compliance purposes.
  - d. Quantities of items awarded under specific and separate agreements/contracts.
  - e. Quantities of items which otherwise are determined to be outside the general scope and intent of this Agreement/Contract.
4. If requirements for any awarded items do not materialize for the quantity estimated in the applicable price schedule, such failure shall not constitute grounds for equitable adjustment or additional compensation.
  5. There is no obligation to purchase any items from this Agreement/Contract, and purchases made in future fiscal years or other contract periods are subject to future appropriations and availability of funds.
  6. The Contracting Entity may request vendors provide quantity discounts when making larger purchases. Quantity discounts will be requested from all proposers when multiple agreements/contracts are awarded.

**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.

**PAYMENT METHODS:** The ordering departments will utilize purchase order numbers or purchasing cards for ordering the goods and services they require as the need arises during the agreement/contract period.

The Contracting Entity shall not be held liable for any damages sustained by any Proposer for delivery of goods or services awarded by Agreement/Contract unless accompanied by an authorized purchase order or purchasing card reference name and number. Delivery of goods or services to any department of Contracting Entity without a purchase order document, purchase order number or purchasing card reference name and number given at the time the order is placed shall constitute an unauthorized purchase.

**PAYMENT/INVOICE:**

1. Payments will be processed promptly after completion of delivery of ordered items and after receipt of properly prepared invoices.
2. **FOR ORDERS PLACED BY PURCHASE ORDER:** The original invoice must be mailed directly to The City of Oklahoma City, Accounts Payable, 100 N. Walker Avenue, Suite

200, Oklahoma City, Oklahoma 73102, or invoices may be e-mailed to [accountspayable@okc.gov](mailto:accountspayable@okc.gov). If invoices are e-mailed, a paper copy should not be mailed. This information is printed on the front of each purchase order. Copies of invoices may be sent to other addresses upon request. However, if the original invoice is sent to any other address, payment will be delayed, or may not be processed at all. Should another trust or government entity be using this contract they may request a different invoice address.

**FOR ORDERS PLACED BY PURCHASING CARD:** Do not send invoices, statements etc. to Accounts Payable for purchasing card orders. Please send all purchasing card documents directly to the cardholder. Cardholders are required to submit itemized transaction details such as invoice/delivery tickets with their monthly purchasing card statement. This is a vital part of the monthly reconciliation process. Your cooperation is appreciated. City and/or Trust employees 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 bidder may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The bid price is expected to cover any fees a bidder may incur.

3. Invoices must contain the following information:
  - a. Proposer's name and address
  - b. Ship to address (department name)
  - c. Purchase order number - **MUST BE INDICATED ON THE INVOICE**
  - d. Itemization of each item purchased to include:
    - (1) description/stock number
    - (2) unit price
    - (3) quantity
    - (4) unit of issue (each, box, dozen, pound, etc.)
    - (5) total price
  - e. Total amount of invoice
  - f. Date of delivery
4. Invoices should not reflect any outstanding backorders.

#### **WARRANTY:**

1. The Proposer warrants that at the time of delivery, all items furnished under this Agreement/Contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Agreement/Contract. All Proposers will furnish with their proposal, one copy of their warranty applicable to the supplies or equipment to be furnished.
2. As to any item which does not conform to this warranty, the Proposer agrees that the Contracting Entity shall have the right to:
  - a. Reject and return each nonconforming item to the Proposer for correction or replacement at the Proposer's expense; or
  - b. Require an equitable adjustment in the Agreement/Contract price.



3. This warranty shall be in addition to any other rights of the Contracting Entity.
4. All equipment warranties shall start on the date of installation, and will be for the full term of said warranty.

**GENERAL PROVISIONS:** The following documents are attached or by this reference incorporated as a part of this Agreement/Contract:

- a. Agreement/Contract
- b. Proposer's Proposal
- c. General Requirements and Instruction for Proposers
- d. Oklahoma Open Records Act and Confidential Information
- e. Non-Discrimination Statement
- f. Non-Collusion Affidavit

**SAFETY DATA SHEETS:** Any Proposer supplying goods or materials to The City of Oklahoma City or a related Trust that require a Safety Data Sheet (SDS) will furnish the required sheet or a composite concentration list in one of the following manners:

- a. Submitted as part of the proposal document
- b. Submitted prior to agreement/contract award
- c. Submitted with the product invoice
- d. Submitted at the request of The City or Trust

In all instances, the Proposer 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 or from The City or related Trust. 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  
(405) 297-3891

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## **PROPOSAL SPECIFICATIONS**

### **Other Provisions**

**ADDENDA:** It is the Proposer's responsibility to log into the electronic bidding system to monitor any addenda that may be issued during the process. A Proposer's proposal will not be accepted if all addenda have not been acknowledged by the Proposer through the electronic bidding system. If you are set up for electronic notifications through the electronic bidding system, you should receive a notification by e-mail when addenda are issued.

**BRAND NAMES/EXAMPLES:** Any brand names are used for **comparative purposes only**. Slight variations from the measurements and sizes given that do not compromise the requirements of the bid specifications will be considered.

**INSURANCE REQUIREMENTS:** Prior to approval of this contract, the CONSULTANT/SERVICE PROVIDER shall obtain insurance coverage as provided below. The CONSULTANT/SERVICE PROVIDER must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth below. Certified, true and exact copies of all insurance policies required and endorsement pages shall be provided to the Contracting Entity on a timely basis if requested by Contracting Entity's staff.

All insurance must be from responsible insurance companies which are authorized to do business in the state of Oklahoma and are acceptable to the Contracting Entity. The required insurance coverage and policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

Nothing in this Section shall define or limit the rights of any party to this contract under any other provision of this contract, including but not limited to any indemnification provision.

- A. Additional Insureds: All liability policies (except professional liability and worker's compensation and employer's liability policies) shall provide that the 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 without reservation or restriction. The Contracting Entity shall be named as loss payees on the CONSULTANT/SERVICE PROVIDER's valuable papers insurance policy for this Project.

All insurance coverage of the CONSULTANT/SERVICE PROVIDER shall be primary and non-contributory to any insurance or self-insurance program carried by the Contracting Entity.

All insurance policies shall include a severability of interest provision wherein claims involving any insured hereunder, except with respect to limits of insurance, interests shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

- B. Deductibles: All policies must be fully insured with any single policy deductible not exceeding \$25,000. All deductibles must be declared on the certificate of insurance. If no deductible is declared, the CONSULTANT/SERVICE PROVIDER is stating a deductible

does not exist and thus a deductible is not approved or accepted. If the CONSULTANT/SERVICE PROVIDER's deductible is different than declared, then the Contracting Entity will hold an equal amount from pay claims until corrected.

Self-insured retentions will not be accepted unless accompanied by a bond (financial guarantee bond) or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration and defense expenses not otherwise covered by the CONSULTANT/SERVICE PROVIDER's self-insured retention.

- C. Policy Limits: The insurance coverage and limits required of the CONSULTANT/SERVICE PROVIDER under this contract are designed to meet the minimum requirements of the Contracting Entity. Such coverage and limits are not designed as a recommended insurance program for the CONSULTANT/SERVICE PROVIDER. The CONSULTANT/SERVICE PROVIDER alone shall be responsible for the sufficiency of its own insurance program. Should the CONSULTANT/SERVICE PROVIDER have any question concerning its exposures to loss under this contract or the possible insurance coverage needed therefore, the CONSULTANT/SERVICE PROVIDER should seek professional assistance.

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 CONSULTANT/SERVICE PROVIDER shall also provide tail coverage that extends a minimum of two year from the expiration of this contract.

The minimum aggregate limits of such insurance policies and continuing coverage shall be:

- (1) Worker's Compensation and Employer's Liability Insurance. The CONSULTANT/SERVICE PROVIDER shall provide and maintain, during the term of the contract, worker's compensation insurance as prescribed by the laws of the state of Oklahoma and employer's liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) each for all its employees employed at the site of the Project, and in case any work is subcontracted, the CONSULTANT/SERVICE PROVIDER shall require the subcontractor similarly to provide worker's compensation and employer's liability insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the CONSULTANT/SERVICE PROVIDER. In the event any class of employees engaged in work performed under the contract or at the site of the Project is not protected under such insurance heretofore mentioned, the CONSULTANT/SERVICE PROVIDER shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected. If the CONSULTANT/SERVICE PROVIDER is exempt under the laws of the state of Oklahoma from the requirement to obtain and maintain worker's compensation insurance, then the CONSULTANT/SERVICE PROVIDER must provide the Contracting Entity a copy of its Affidavit of Exempt Status from the Oklahoma Insurance Department.

- (2) Commercial General Liability Insurance. The CONSULTANT/SERVICE PROVIDER shall provide and maintain commercial general liability insurance coverage sufficient to meet the maximum cumulative liability of all parties to this contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, as provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single act, accident, or occurrence.

All other liability in an amount not less than One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single act, accident, or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single act, accident, or occurrence.

- (3) Automobile Liability Insurance. The CONSULTANT/SERVICE PROVIDER shall provide and maintain comprehensive automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles sufficient to meet the maximum cumulative liability of all parties to this contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, unless otherwise specifically and expressly provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- D. Certificates: The insurance coverage and limits required herein must be evidenced by properly executed certificates of insurance on forms approved by the Oklahoma Insurance Commissioner. Copies of these certificates have been provided to the Purchasing Agent

or her/his designee prior to execution of this contract and are attached hereto. The certificate(s) must be signed by the authorized representative of the insurance company(s) shown in the certificate(s). The CONSULTANT/SERVICE PROVIDER must attach a copy of the power of attorney evidencing the authority of the authorized representative to execute the certificate of insurance. The certificate must include the Project or Contract number and Project or Contract description or name. The policy description shall state the following: "Additional insured(s) on the listed policies are those required in the contract."

- E. Cancellation. There may be no termination, non-renewal, reduction in coverage, or modification of such insurance coverage.

The CONSULTANT/SERVICE PROVIDER authorizes the Contracting Entity to confirm all information so furnished as to the CONSULTANT/SERVICE PROVIDER's compliance with its bonds and insurance requirements with the CONSULTANT/SERVICE PROVIDER's insurance agents, brokers, surety and insurance carriers. The lapse of any insurance policy or coverage required by this contract is a breach of this contract for which the CONSULTANT/SERVICE PROVIDER shall repay and reimburse all payment made under the contract and such other damages, losses, and costs incurred by the Contracting Entity. The Contracting Entity may at its option suspend this contract until there is full compliance with this paragraph, and/or may suspend payment under this contract, and/or may cancel or terminate this contract and seek damages for the breach of this contract. The remedies in this paragraph shall not be deemed to waive or release any remedy available to the Contracting Entity. The Contracting Entity expressly reserves the right to pursue and enforce any other cause or remedy in equity or at law.

In the event of a reduction in any aggregate limit, the CONSULTANT/SERVICE PROVIDER shall immediately notify the Contracting Entity and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the Contracting Entity requests a written statement from the insurance company(s) as to any impairments to or reduction of the aggregate limit, the CONSULTANT/SERVICE PROVIDER hereby agrees to promptly authorize and have delivered to the Contracting Entity such statement.

- F. Duration of Coverage. All insurance coverage required under this contract shall be maintained in full force and effect until completion and formal acceptance of the Project by the Contracting Entity. For CONSULTANT/SERVICE PROVIDERS providing claims-made insurance coverage, such coverage must be maintained in full force and effect for a period of two (2) years after the final, formal acceptance of this Project by the Contracting Entity.

The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation or termination of this contract.

**COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:** The Proposer covenants and agrees that he and his agents and employees will comply with all municipal, state and federal laws, rules and regulations applicable to the business to be conducted under this agreement, and that he shall obtain all necessary permits, pay all license fees and taxes to comply therewith.

**POLICE DEPARTMENT AND MUNICIPAL COURTS BACKGROUND CHECKS:** This pricing agreement/contract may be used by the Oklahoma City Police Department and Municipal Courts. Federal CJIS Security Policy (Criminal Justice Information Systems) and OLETS Policy (Oklahoma Law Enforcement Telecommunications System) requires the Oklahoma City Police Department, the Oklahoma City Municipal Court and Municipal Counselor's Office to have their contractor/vendor employees and agents fingerprint and background checks to be conducted by the Oklahoma City Police Department through the AFIS Unit and to be run through the Police Department's Crime Information Unit for warrants and verification. Based on the results of the background check a decision will be made on whether the vendor/contractor employees can perform contract work for these Law Enforcement/Criminal Justice Departments by the OLETS LASO (Local Agency Security Officer) of the Oklahoma City Police Department or their designee. Once the vendor/contractor has been approved, they will be required to successfully complete the online CJIS Security Test. This process will be completed every five (5) years for each contractor/vendor employee. Bidders not willing to comply with this requirement should note this as an exception to the bid. This may be cause for rejection of a proposal depending upon the commodity.

**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 (i.e. Trust Officer, City Council member, or City staff) 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.

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:

- Private, non-business, contacts with the Contracting Entity by the Proposer's employees acting in their personal capacity
- Business contacts outside of this solicitation that the Contracting Entity may have with the Proposer
- Presentations and/or responses to inquiries initiated by the Contracting Entity
- Pre-bid or pre-proposal conferences
- Discussions with The City Procurement Agent, buyer or departmental contact as outlined in the bid packet

If a representative of any Proposer submitting a proposal violates the foregoing prohibition by contacting any of these parties, such contact may result in the Proposer being disqualified from the procurement process.

**INDEMNITY:** Proposer agrees to hold harmless, defend and indemnify the Contracting Entity from all claims for damages alleged to arise from Proposer's acts and/or omissions.

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 such a clause.

**RIGHT TO REJECT:** The Contracting Entity reserves the right 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 30 days after award of the proposal.

**CLARIFICATION:** The Contracting Entity reserves the right to request clarification of information submitted and to request additional information from any or all of the respondents.

**WITHDRAWAL OF PROPOSAL:** Any proposal may be withdrawn until the date and time set above for the opening of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 90 days, to provide the Contracting Entity the services set forth in the attached request for proposals, or until the proposals have been approved.

**APPROVAL OF INFORMATION RELEASE:** No reports, information, or data given to or prepared by the firm under the Agreement/Contract shall be made available to any individual or organization without prior written approval of the Contracting Entity.

**TERMINATION:** This agreement may be terminated at the discretion of either party upon 30 days' notice to the other party.

**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 Agreement/Contract.

**PROPOSAL GUIDELINES:** A copy of the City Guidelines and Procedures may be obtained from the City Clerk's Office, 200 N. Walker, 2<sup>nd</sup> Floor.

**ESCALATION/DE-ESCALATION:** Proposer may request a price increase or decrease if the Proposer shows satisfactory proof to the Contracting Entity that a price change is justified and beyond the scope of the Proposer's control. It is understood that any percentage or discount offered to the Contracting Entity will remain firm for the duration of the Agreement/Contract. However, within 10 days of any approved changes in the price list(s) bid, Proposer may furnish the Procurement Services Division three copies of the new price list(s). New price list(s) will be considered effective the date shown on the price list(s), or 10 days from the date price list(s) are received in the Procurement Services Division, whichever is later. The three copies of the changed price list/catalog may be mailed, e-mailed or hand delivered to:

The City of Oklahoma City  
Procurement Services Division  
Joann Daniel, Senior Buyer  
100 North Walker, 2<sup>nd</sup> Floor  
Oklahoma City, OK 73102  
[joann.daniel@okc.gov](mailto:joann.daniel@okc.gov)

## **PROPOSAL SPECIFICATIONS**

### **Technical Provisions**

#### **I. PROCESS:**

##### **A. PUBLISHED NOTICE:** Journal Record, November 6th, 2024

The City and its Trusts do not provide access to a computer to prepare electronic proposals or electronic proposal submission. Proposers must register with Periscope at <https://www.Periscope.com/the-city-of-oklahoma-city> in order to submit an electronic proposal. The City and its Trusts recommend 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>.

##### **B. ADDENDA:**

It is the Proposer's responsibility to log into the electronic bidding system to monitor any addenda that may be issued during the process. A Proposal will not be accepted if all addenda are not acknowledged through the system. If you are set up for electronic notifications through the system, you will receive a notification by e-mail if any addenda are issued. No other statements or representations will be binding on the Contracting Entity except those in this RFP and any written addenda issued by the Contracting Entity.

##### **C. SUBMISSION OF WRITTEN QUESTIONS AND REQUESTS FOR AMENDMENTS**

There is no guarantee the Contracting Entity will agree or comply with a requested amendment. Proposers may submit technical questions regarding the RFP through the electronic bidding by **noon CST November 27th, 2024**. Answers to all questions not already addressed in the RFP document will be provided in the form of addenda.

#### **II. INTENT:**

To obtain proposals for a consultant to complete three phases of work: (1) assess the current landscape of physical and psychological safety for City employees, including building safety audits and a review of policies and practices; (2) provide strategic goals and recommendations based on landscape assessment findings; and (3) pilot best practices or other promising safety management solutions in collaboration with City staff.

#### **III. BACKGROUND:**

The City of Oklahoma City is committed to fostering a workplace environment that prioritizes the physical and psychological safety of its employees. As part of our ongoing efforts to improve safety outcomes and foster a strong culture of safety, we are seeking a consultant to help us complete three phases of work: (1) assess the current landscape of physical and psychological safety for City employees, including building safety audits and a review of policies and practices; (2) provide strategic goals and recommendations based on landscape assessment findings; and (3) pilot best practices or other promising safety



management solutions in collaboration with City staff. This initiative aligns with our strategic priority of creating a safe, inclusive, and supportive environment for all City employees and the community we serve.

Additionally, the Gauge, the City's annual employee engagement survey, found that 26% of respondents were neutral, disagreed, or strongly disagreed with the statement "I feel safe in my work environment." Further, only 51% of employees agreed or strongly agreed with the statement "My supervisor, or someone at work, seems to care about me as a person," highlighting a larger issue with the overall culture of safety across the organization.

In light of the Gauge results, Office of Equity and Human Resources launched a City-wide effort to obtain additional feedback through focus groups. The outcome was focus group discussions with 127 entry and mid-level staff from 11 different departments. Although the questions asked in the focus groups were broad, safety concerns were raised in every single focus group as an area that the City could improve in. Key topics that arose included, but were not limited to, psychological safety and perception of building safety and maintenance. Additionally, many employees shared ideas of possible solutions to address safety concerns, such as availability of and access to relevant trainings, sufficient personal protective equipment (PPE), and more.

Key metrics from the City's Risk Management division underscore these concerns. Between 2022-2024, the City managed an average of 63 injured worker claims a month, with an average of 2 new claims each day. Risk Management has a monthly average of 500-550 open claims. Additionally, the City has paid \$11,168,542.16 in worker compensation claims over the past 2 fiscal years. Employee absenteeism due to workplace injuries has resulted in an average of 27,125 lost workdays per year.

Currently, the City of Oklahoma City has a decentralized safety and risk management structure. Multiple departments have their own embedded safety teams, but this is not uniform across the City. The Risk Management Division, which provides insurance, workers' compensation, and safety services (e.g., trainings, injury reporting) to employees, falls under our Finance Department. The Risk Management division does not regulate department-specific safety teams. Given that the City has 4 unions and 23 departments, the specific safety regulations of any given department are dependent upon their governing agency/ies (e.g., DOT, FAA, etc.). While the technical requirements of each department vary, this decentralized model makes it challenging to create a cohesive culture of safety across the organization.

Additionally, a large portion of City staff work directly in the field and regularly interact with residents, which can pose unique safety concerns. This may include encounters where residents exhibit prejudices towards staff, which can escalate situations and pose threats to both physical and psychological safety. Unsurprisingly, City staff perform job functions on residents' properties, and may encounter untamed animals/pets, hazardous/precarious exposures, etc.

The City strives to be an employer of choice, and improving our safety culture and practices will help us enhance workplace safety, attract and retain strong talent, foster a more engaged and connected workforce, and strengthen the City's capacity to deliver high quality services to our residents.

**Goals:**

The City of Oklahoma City's efforts reflect a broader vision to ensure safety across the organization for all employees and to improve quality of services provided to residents. As such, we will prioritize City-wide solutions that aim to achieve the following:

- Ensure that the structural environment and equipment is conducive to safety, including all City owned buildings, vehicles, and other equipment.
- Provide adequate and accessible safety resources (e.g., relevant trainings, PPE, etc.) to enable greater employee engagement.
- Reduce severity and frequency of incidents and injuries.
- Facilitate collaboration across departments to test innovative safety initiatives

Solutions that address the short-term goals above would enable us to make progress towards long-term aspirational goals, including:

- Increase perceived and actual psychological and physical safety for all employees. Ensure compliance with all safety regulations and requirements.
- Create and maintain a culture where safety is a priority across all levels of the organization.

**Key Outcomes:**

The following metrics represent the City's proposed approach to defining, measuring, and tracking project success. Improvement in these metrics will indicate long-term success and a broader shift in the safety culture of the organization. While progress on these metrics are dependent on multiple factors, we expect the consultant to guide their work and recommendations based on these metrics. The City welcomes applicants to propose additional outcome metrics to help assess short- and long-term success:

| Metric                             | Definition   | Source                  | Reporting Frequency | Purpose   |
|------------------------------------|--|-------------------------|---------------------|---|
| Perception of Safety               | Our annual employee survey, the Gauge, asked respondents to rate their level of agreement with this statement: "I feel safe in my work environment."               | Gauge annual survey     | Yearly              | The Gauge is the most consistent way that the City assesses employee attitudes. This question clearly measures employees' overall perception of safety at work. |
| Perception of Psychological Safety | Our annual employee survey, the Gauge, asked respondents to rate their level of agreement with this statement: "My organization cares about my overall wellbeing." | The Gauge annual survey | Yearly              | This question is meant to assess an overall shift in the safety culture of the organization.  |

|  |   |  |            |  |
|--|---|--|------------|--|
| Employee Injuries                                      | Number of injured worker claims   | Risk Management                          | Monthly    | This will be used to assess the number of physical injuries sustained by our employees.              |
| Employee Complaints                                    | Number of complaints filed by employees about safety concerns (e.g., working conditions, infrastructure conditions, co-worker concerns) | Human Resources, Risk Management, EMBARK | Monthly    | In addition to workplace injuries, employee complaints are a way to monitor safety-related concerns. |
| Employee Retention Rate                                | The total number of employees minus the number of employees that left divided by the total number of employees each fiscal year.        | Human Resources                          | Quarterly? | Indicates that employees want to remain employed at the City.  |
| Improved Performance on Outside and/or Internal Audits | Percentage of passed audits conducted internally (i.e., by the City Auditor's Office) and externally (e.g., FAA).                       | Department-specific                      | Varies     | This assesses baseline compliance with city, state, and federal requirements.                        |

#### IV. REQUESTED SERVICES:

##### Scope of Work:

The following Scope of Work provides details about key activities for the Consultant. The activities are organized in three phases: assessment, strategic planning, and implementation. Applicants may recommend different approaches to the scope, in keeping with the intent of this project, if their experience or best practices on similar projects have proven successful. Applicants should consider their capacity to manage this program in relation to the requirements stated below. It is an applicant's responsibility to thoroughly review guidance before preparing an application for funding to ensure that they can comply with the expectations. Further discussion between finalists and the City can occur as needed to clarify expectations, processes or legal requirements for requirements.

##### Consultant's Role:

|   |
|---|
| Active Contract Management and Administrative Tasks   |
| Meetings between Consultant and the City <ul style="list-style-type: none"> <li>Kick off at start of contract.</li> </ul> |

- Mid-point meeting.
- Check in meetings at regular cadence (subject to mutual agreement).
- Special circumstances (e.g., to address roadblocks)
- Closing meeting at end of contract.

#### Reporting

- Submit progress reports quarterly to discuss key findings, output metrics, and to troubleshoot any problems.
- Immediate reports if there are concerning findings regarding safety (e.g., a safety audit reveals clear violation of policy that poses imminent risk).

## Phase I - Assessment

### Technical audits of the following:

- Oklahoma City's current manuals and programs to determine alignment with best practices and/or statutory and regulatory requirements set forth by relevant governing/regulatory bodies (e.g FAA, DoT)
- Risk management policies, processes, and procedures
  - From Risk Management Department, Public Works, Utilities, and other relevant departments
- Capital Safety Inspections
  - Coordinate and lead inspections of buildings and other capital assets identified as high priority by the City
- Field operation visits
  - Conduct field site visits to determine if safety/risk management policies, processes, and procedures (tool talks, safety walks, etc) are being followed in practice

### Qualitative Data Collection

- Conduct internal interviews and/or focus groups to inform the overall safety culture plan.
- Talk with residents who regularly interface with City staff to provide insight into potential safety improvements, particularly for frontline workers.

### Safety Training Assessments

- Review existing trainings related to safety/risk management
- Adjust existing training program plan as needed to ensure alignment with policies, processes, and procedures, and to encourage improved implementation.
- Develop or recommend relevant safety training curriculum(s).

### Data and Reporting

- Review current safety data sources (e.g., Risk Management safety dashboard, worker claims).

**Phase II – Strategic Plan / Recommendations**

The strategic plan should include, but is not limited to, the following sections:

- Culture of Safety / Internal Campaign
  - Create overarching City-wide plan to promote a culture of safety among City staff across departments and job classifications. At a minimum, this section should include the following:
    - Identification of key metrics to track progress
    - Detailed budget for plan implementation
    - Timeline for activities, including responsible parties for each activity
    - Department-specific recommendations
    - Recommend best practices for accountability and recognition regarding safety-related incidents
- Summary of Findings and Recommendations from Phase I
  - Detailed inspection report for each building, noting deficiencies, recommendations for correcting the hazards, priority to address each to inform funding decisions
  - Identification of (1) any new policies, processes, and procedures that should be adopted given findings from field site visits and (2) areas lacking compliance with existing policies, processes, and procedures
  - Recommendations for improvements and changes to the current safety trainings
  - Recommendations for data collection and sharing
  - Findings from qualitative data collection and analysis

**Phase III - Implementation**

In collaboration with City staff, complete the following:

- Craft evaluation criteria and select most promising recommendations to pilot
- Develop and implement several pilot programs, including key metrics to assess efficacy
- Devise a roadmap for the City to further scale and/or implement pilot programs, refining and adjusting strategy based on early findings

**City of Oklahoma City's Role:**

In this section, the City team has detailed the support it expects to offer to the consultant. The City is eager to explore additional collaboration methods and any innovative engagement ideas the consultant may have. In general, the City team is committed to maintaining strong and open lines of communication, proactively addressing any challenges that the consultant faces, monitoring and mitigating risks identified together, and regularly reviewing consultant data to understand if the project is working toward the desired outputs and outcomes. At a minimum, the City will complete the following:

- Provide relevant materials

- Written safety-related policies and protocols
  - Training curriculums and related materials (e.g., videos, handouts, etc.)
  - Qualitative materials (e.g., relevant exit interviews, focus group discussion notes, Gauge survey results, etc.)
  - Existing Risk Management Department data dashboards and reports
- Participate in audits of relevant departmental materials and site visits, when necessary
- Assist in standardizing data collection, evaluation, and reporting tools and other similar materials

### **Eligibility**

Eligible applicants must have 5+ years of experience providing safety and risk management consulting services as well as providing technical safety audits.

## **V. SUBCONTRACTORS:**

The use of subcontractors will not relieve the Proposer of primary responsibility. The proposed prices must include the full price, including work that will be done by subcontractors. The Contracting Entity will pay only the Proposer that was awarded the contract. The contracted Proposer must pay any subcontractors.

## **VI. PROPOSAL SUBMITTAL REQUIREMENTS:**

All proposals should include the following components, submitted in the same order to help the selection committee consistently evaluate each proposal. Responses not meeting the requirements of this RFP, or which are ambiguous or incomplete, will be rejected. Proposals will be limited to the components below plus any requested attachments. Any information attached but not requested or otherwise allowed will not be considered. Organizations may withdraw a proposal at any time prior to the RFP submission deadline in Periscope.

### **A. LETTER OF SUBMITTAL:**

A cover letter introducing the company, describing the ownership, including the applicant's complete address, phone number, fax number, e-mail address and signed by an authorized agent.

### **B. PROJECT TEAM MEMBERS AND LOCAL SERVICE SUPPORT:**

Describe the project team who will be managing the consultant's account with complete contact information, titles and office locations. Describe how your organization will provide excellent customer service, especially during emergencies and when unique needs arise.

### **C. QUESTIONNAIRE RESPONSES:**

Applicants must complete the Questionnaire, which can be found in **Appendix A**. Questions cover organizational capacity, demonstrated experience, method of approach, equity focus, and resource allocation justification.

**D. REFERENCES**

Provide detailed customer references using the included template, which can be found in **Appendix B**. A maximum of 5 references can be provided. At least one customer should be a public entity (e.g., city, county, or state, or government).

**E. COST PROPOSAL**

Please provide a detailed line-item budget. If there are additional service options, include these items in the line-item budget with indication that they are optional.

**F. FORMS AND OTHER DOCUMENTS:**

The electronic bidding system will require that you acknowledge that you reviewed the General Instructions and Open Records Act requirements document by entering your electronic signature. The Non-Discrimination Statement, Non-Collusion Affidavit and Vendor Registration Form will be completed prior to contract award.

**VII. SELECTION PROCESS:**

**A. PROPOSAL EVALUATION PROCESS:**

An evaluation committee with knowledge of the subject matter, goals, and objectives of this project will be selected by representatives from the City of Oklahoma City to provide initial review and ranking of the proposals. Proposals will be evaluated based on the Proposal Evaluation Criteria listed below. Any committee member with a potential conflict of interest with an organization submitting a proposal will recuse themselves from the review of that organization's submission. The City reserves the right to request information from the organization at any time to clarify the proposal. Finalists may be invited for an interview and/or presentation before the selection committee makes their final recommendation. The selection committee will provide their final recommendation for award, which is subject to City Council approval.

**B. SELECTION CRITERIA:**

The applicant's total score will be determined by an average of total points assigned to each proposal, by all evaluators. The City will award up to 100 points using the following criteria to evaluate proposals:

• **Organizational Capacity (20 points)**

- Specific roles and responsibilities within the applying organization, particularly as they are related to the project, are clearly defined.
- Applicant has ample staffing with desired qualifications and relevant skillsets (including technical audit experience / certification, qualitative research experience, etc.).
- If needed, applicant has sufficient plans to hire and manage subcontractors to fulfill the contract.
- If needed, applicant has sufficient resources for training and supporting staff during this project.



- **Demonstrated Experience (25 points)**
  - The applicant has experience performing similar work, especially with public entities.
  - Applicant has experience assisting organizations develop and implement strategies for broad-based culture change.
  - Applicant demonstrates strong capacity to incorporate feedback and address challenges collaboratively.
- **Method of Approach (50 points)**
  - The proposal reflects a coherent and feasible approach to addressing its stated issue and includes a reasonable timeline for completion of work.
  - Project progress can be effectively tracked and reported by the applying organization.
  - Applicant justifies the value of all proposed activities and clearly ties them to stated goals. References best practices when applicable.
  - Scope of work is realistic and clearly outlines anticipated outputs/outcomes.
- **Equity Focus (5 points)**
  - Applicant conveys values that elevate equity as a priority.
  - Applicant has previous work experience tailoring recommendations, particularly related to culture change, to different socio-political and economic contexts.
- **Resource Allocation Justification (10 points)**
  - The budget description is realistic, thorough, and accurate.
  - Fund allocations are aligned with the project's desired outputs and outcomes.
  - The applying organization has implemented fiscal and administrative controls to properly manage grant funds.

## **VIII. ADDITIONAL REQUIREMENTS AND INFORMATION:**

### **A. ADDENDA AND INTERPRETATIONS:**

If it becomes necessary to revise any part of this RFP, an addendum will be issued through the electronic bidding system. The Contracting Entity is not bound by any oral representation, clarifications, or changes unless the same is provided to proposers in written addendum form from the Procurement Services Division.

### **B. ALTERING PROPOSALS:**

Proposals cannot be altered or amended after the submission deadline; however the selection committee may request a clarification or additional information from any, some or all proposers.

**C. PROPOSAL TIMELINE:**

| Event   | Date                               |
|---|------------------------------------|
| RFP available   | Wednesday, November 6, 2024        |
| Non-Mandatory Pre-Proposal meeting                                  | Thursday, November 14, 2024        |
| Technical questions due by noon CST.                                | Wednesday, November 27, 2024       |
| Proposals due to the City Clerk's Office by 4:00:00 p.m. CST.       | Wednesday, December 11, 2024       |
| Interviews and clarifications, if desired by the Contracting Entity | January 8, 2024 – January 29, 2025 |
| Finalization of Contract Terms                                      | January 30 – Feb 17, 2025          |
| Contract Approval   | March 3, 2025                      |

**Note: Beyond the Proposal due date, all dates are tentative and subject to change.**

**IX. EXCEPTIONS/DEVIATIONS:**

Any exceptions to the terms and conditions, procedures, scope, type, and frequency of services and specifications, to those listed above, and any deviations shall be clearly spelled out on the proposal in writing, attached, and made a part of the Proposer's Proposal. Failure to do so shall be construed to mean that the Proposer proposes to provide the services exactly as described, and in full compliance with all terms and conditions of the RFP.

[The rest of page intentionally left blank.]

## Appendix A: Proposal Questionnaire

All proposals must complete the following questionnaire, which will be evaluated by the selection committee based on the criteria listed in the “Proposal Review and Evaluation Section” of the RFP.

1. Organizational Capacity
  - a. Please describe your organization’s expertise and experience with **each** of the following: (1) comprehensive safety reviews, including building safety audits; (2) strategic planning; (3) fostering organizational culture change; and (4) piloting interventions.
  - b. Describe your team’s staffing for the program.
    - i. For each team member, include qualifications (e.g., title, role, relevant skills and/or certifications, etc.). Providing resumes is strongly recommended.
    - ii. If your team plans to hire subcontractors, please describe the organizational capacity that the subcontractor will provide.
    - iii. If applicable, please describe any additional staff that will need to be hired or additional trainings that will be required to fulfill the contract.
2. Demonstrated Experience
  - a. Provide case studies or examples of previous work providing safety culture assessments and technical safety audits for other clients. At least one example should include services provided to another city government.
  - b. Describe the measurable outcomes or impacts of previous safety culture assessment and improvement program.
  - c. Describe relevant challenges your organization faced in previous contracts and programs and how you addressed them. What was the outcome?
3. Method of Approach
  - a. Provide a program timeline for the key activities that will be completed during this program. Generally, all components outlined in the Scope of Work should be included in the program timeline. If additional tasks or a different approach is preferred, provide justification.
    - i. Include estimated completion dates for relevant milestones and/or deliverables and the responsible parties for each.
  - b. Describe the specific tools and techniques you will use to collect and analyze data on the current safety culture.
  - c. Anticipated impact: describe how your unique approach to this program will address the challenges outlined in the Problem Description and help us reach our outlined Goals? Additionally, for each task outlined in the program timeline above, detail the specific and concrete outputs and outcomes.
  - d. Describe your approach to drafting recommendations and developing an implementation plan. What criteria do you plan to consider when determining feasibility and priority? We are interested in receiving short-term, low-risk recommendations, but also larger and longer-term recommendations to encourage organization-wide culture change.
4. Equity Focus
  - a. Describe how you will engage with various internal and external stakeholders throughout the program.
  - b. Describe how you will identify and address any potential inequities in the current safety culture and practices for the City.
  - c. How do you plan to ensure that your recommendations back to the City reflect the various needs of the internal staff and residents that we serve?
  - d. Describe consultant’s experiences engaging directly with government workers of varying departments, backgrounds, and political views.

5. Resource Allocation Justification

- a. Provide a detailed, line-item budget for this program.
  - i. Include estimations for how costs might change by quantities (e.g., cost of doing one building inspection compared to ten building inspections).
- b. Include a brief narrative justification that indicates why each cost is necessary, reasonable, and allowable.
- c. Describe how you will allocate resources to address any unforeseen challenges or additional needs that arise during the program.

## **Appendix B: References**

Provide detailed client references below, for a minimum of **five** references from cities, other governmental agencies or private businesses utilizing the same or comparable services within the last five years.

### **Reference 1**

Client's Name:

Contact person name, title, and responsibility:

Telephone Number:

E-mail Address:

Brief Program Overview:

Brief Outcomes Overview:

Length of Service:

Description of any challenges overcome in order to meet the client's expectations:

### **Reference 2**

Client's Name:

Contact person name, title, and responsibility:

Telephone Number:

E-mail Address:

Brief Program Overview:

Brief Outcomes Overview:

Length of Service:

Description of any challenges overcome in order to meet the client's expectations:

### **Reference 3**

Client's Name:

Contact person name, title, and responsibility:

Telephone Number:

E-mail Address:

Brief Program Overview:

Brief Outcomes Overview:

Length of Service:

Description of any challenges overcome in order to meet the client's expectations:

**Reference 4**

Client's Name:

Contact person name, title, and responsibility:

Telephone Number:

E-mail Address:

Brief Program Overview:

Brief Outcomes Overview:

Length of Service:

Description of any challenges overcome in order to meet the client's expectations:

**Reference 5**

Client's Name:

Contact person name, title, and responsibility:

Telephone Number:

E-mail Address:

Brief Program Overview:

Brief Outcomes Overview:

Length of Service:

Description of any challenges overcome in order to meet the client's expectations:

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**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (hereinafter “Agreement”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **INSERT VENDOR NAME** (hereinafter referred to as “**SERVICES PROVIDER**”), and The City of Oklahoma City and any of its public trusts participating in this Agreement, a public body organized under the laws of the State of Oklahoma (hereinafter referred to as “The City” or “**CONTRACTING ENTITY**”).

**WITNESSETH:**

**WHEREAS**, on DATE, the City prepared a Request for Proposal (“RFP”) seeking a Professional Services Agreement for **INSERT SERVICE PROVIDED** for the Name of Department; and

**WHEREAS**, on DATE, the City 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 **INSERT SERVICE PROVIDED** with skilled professionals willing, able, and capable of timely providing the services requested and required by the **CONTRACTING ENTITY** 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 **CONTRACTING ENTITY** selected and entered this Agreement with the **SERVICES PROVIDER**; and

**WHEREAS**, the **CONTRACTING ENTITY** strives to obtain describe what you are obtaining; and

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

**WHEREAS**, **SERVICES PROVIDER** agrees to provide **CONTRACTING ENTITY** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **CONTRACTING ENTITY** services, products, solutions and

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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, the **CONTRACTING ENTITY** and **SERVICES PROVIDER** hereby mutually agree as follows:

### 1. Professional Services Agreement

Subject to the terms and conditions of this Agreement, **CONTRACTING ENTITY** retains **SERVICES PROVIDER**, an independent contractor, to provide **CONTRACTING ENTITY** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **CONTRACTING ENTITY** 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 the **CONTRACTING ENTITY**. 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 paragraph.

(b) The text of this Agreement, together with the Attachments, constitutes the entire Agreement and the only understanding and agreement between the **CONTRACTING ENTITY** 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, (Professional Services Agreement pages 1 through 16,) and any language, term, condition, or provision in any Attachment, then the text of this document, (Service Agreement pages 1 through 16) shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any



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conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

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

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

**Attachment “C” (“Payment Milestones and Schedule of Fees),**

**Attachment “D” (“SERVICES PROVIDER’S Project Team and Clients’ Resources”),**

**Attachment “E” (“Request for Proposals, including Addenda”),**

**Attachment “F” (“Insurance”),**

**Attachment “G” (“SERVICES PROVIDER’S Interview and 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 and timely performance of the Scope of Services as each are defined in **Attachment “A”,**

(2) the timely provision of all services, products, solutions and deliverables, including but not limited to, the Deliverables listed on **Attachment “B”,**

**SERVICES PROVIDER** will be solely responsible to ensure the **SERVICES PROVIDER’S** Project Team fully understands the Project, the Scope of Services, the Deliverables, the schedule for performance, and the **CONTRACTING ENTITY’S** goals and purposes. **SERVICES PROVIDER** will be solely responsible to ensure the **SERVICES PROVIDER’S Project Team** is adequately trained, instructed, and managed so that **SERVICES PROVIDER** timely provides the Project and satisfies **SERVICES PROVIDER’S** obligations under this Agreement. **SERVICES PROVIDER** may not change the **SERVICES PROVIDER’S Project Team** as set forth

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on **Attachment “D” (“SERVICES PROVIDER’S Project Team and CONTRACTING ENTITY’S Resources”)** without the prior written consent of the **CONTRACTING ENTITY’S Contract Administrator**. The **CONTRACTING ENTITY’S Contract Administrator** is the City Manager or designee, as stated in writing.

(b) **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 the **CONTRACTING ENTITY**.

### 3. Compensation

(a) **CONTRACTING ENTITY** shall pay **SERVICES PROVIDER** the compensation after completion of services or products as specified in **Attachment “C” (“Payment Milestones and Schedule of Fees”)**,

(b) The **CONTRACTING ENTITY** 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 Project 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 **CONTRACTING ENTITY** 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.

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(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 **CONTRACTING ENTITY** 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 Project Team** are not employees of the **CONTRACTING ENTITY**. Any such taxes, if due, are the responsibilities of **SERVICES PROVIDER** and will not be charged to the **CONTRACTING ENTITY**.

(d) **SERVICES PROVIDER** acknowledges that as an independent contractor it and its **Project Team** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **CONTRACTING ENTITY** 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 **CONTRACTING ENTITY'S Contract Administrator** is hereby authorized to issue notices of termination or suspension on behalf of the **CONTRACTING ENTITY**. This Agreement can be terminated, with or without cause, upon written notice, at the option of the **CONTRACTING ENTITY**.

(1) Upon receipt of a notice of termination for the *convenience* from the **CONTRACTING ENTITY**, **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 the **CONTRACTING ENTITY** 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

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notice directs otherwise. Upon termination for the *convenience* by the **CONTRACTING ENTITY**, the **CONTRACTING ENTITY** 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 the **CONTRACTING ENTITY**, **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. The **CONTRACTING ENTITY** 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 the **CONTRACTING ENTITY** by reason of **SERVICES PROVIDER’S** breach or other cause. Provided, however, upon notice of termination for cause, **SERVICES PROVIDER** shall deliver to the **CONTRACTING ENTITY** 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 the **CONTRACTING ENTITY** 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**, the **CONTRACTING ENTITY** 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

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provided by **SERVICES PROVIDER** under this Agreement. In the event the **CONTRACTING ENTITY** issues a stop work order to **SERVICES PROVIDER**, the **CONTRACTING ENTITY** will provide a copy of such stop work order to **SERVICES PROVIDER**. Upon receipt of a stop work order issued by the **CONTRACTING ENTITY**, **SERVICES PROVIDER** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **CONTRACTING ENTITY** 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 the **CONTRACTING ENTITY**, without cause and without cost to **CONTRACTING ENTITY**; 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 **CONTRACTING ENTITY'S Contract Administrator** is hereby authorized to issue stop work orders on behalf of the **CONTRACTING ENTITY**.

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

In the event this Agreement is terminated for convenience hereunder, the **CONTRACTING ENTITY** 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 the **CONTRACTING ENTITY** shall have no further liability under this Agreement to **SERVICES PROVIDER** and **SERVICES PROVIDER** shall have no further obligations to the **CONTRACTING ENTITY**.

**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 Project Team** to provide any and all

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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, **CONTRACTING ENTITY'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 **CONTRACTING ENTITY**. 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, the **CONTRACTING ENTITY** shall be entitled to recover, should the **CONTRACTING ENTITY** 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 the **CONTRACTING ENTITY**. Should **SERVICES PROVIDER** fail to reimburse the **CONTRACTING ENTITY** within thirty (30) days of demand, the **CONTRACTING ENTITY** 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 **CONTRACTING ENTITY**, and each of them, and hold the **CONTRACTING ENTITY**, 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 Project Team**. Any such indemnification or reimbursement shall be made by **SERVICES**

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**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 **CONTRACTING ENTITY**, **CONTRACTING ENTITY** may provide **SERVICES PROVIDER** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to **CONTRACTING ENTITY'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 Project Team**, without the prior written consent of **CONTRACTING ENTITY**, shall disclose to any person, other than another member of **CONTRACTING ENTITY'S Administrative Team** or the **SERVICES PROVIDER'S Contract Administrator**, 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.

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(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 the **CONTRACTING ENTITY**. 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 **CONTRACTING ENTITY'S Contract Administrator**.

(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.



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(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 the **CONTRACTING ENTITY** 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 the **CONTRACTING ENTITY** to timely object to the time of performance shall not waive any right of the **CONTRACTING ENTITY** 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 **CONTRACTING ENTITY'S Contract Administrator**, or their written 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 the **CONTRACTING ENTITY** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **CONTRACTING ENTITY** 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

## SAMPLE AGREEMENT

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:

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**To SERVICES PROVIDER:**

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

**To CONTRACTING ENTITY:**

The City of Oklahoma City  
Attention: City Clerk  
200 North Walker Ave, 2nd Floor  
Oklahoma City, Oklahoma 73102  
Telephone: (405) 297-2391  
Fax: (405) 297-3121

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

(n) **Renewal Option.** This Agreement is renewable for four additional one-year periods at the option of the **Contracting Entity**. Should the **Contracting Entity** 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 the **Contracting Entity** to renew.)

**11. CONTRACTING ENTITY'S RESPONSIBILITIES.**

(a) The **CONTRACTING ENTITY** shall only provide such space, equipment and personnel to assist **SERVICES PROVIDER** as expressly set forth in **Attachment "D" (CONTRACTING ENTITY'S Administration Team and Resources)**.

(b) All financial obligations of the **CONTRACTING ENTITY** 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 **CONTRACTING ENTITY** with a copy of the certificate of insurance prior to execution of the contract by **CONTRACTING ENTITY** 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 "F"** which is incorporated herein by reference.

## SAMPLE AGREEMENT

(b) **SERVICES PROVIDER** shall be responsible for providing the **CONTRACTING ENTITY** 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 **CONTRACTING ENTITY** may terminate this Agreement for cause and **SERVICES PROVIDER** shall also be liable and responsible for any claim by **CONTRACTING ENTITY** 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 **CONTRACTING ENTITY** 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 individual signing is not the owner or an officer of the business or corporation a letter of authorization is to be included. For instance, if a Salesman or Manager signs this form, a letter of authorization is to be attached. Corporate Seal will be accepted in lieu of an authorization letter if affixed to this document.**

---

Printed Name of Individual

---

Company Name and Address [Please Print]

---

Zip Code

---

Telephone Number and Fax Number if any**TO BE COMPLETED BY THE NOTARY:**

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

)

SS.

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

)

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

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024

by \_\_\_\_\_  
[Printed name of individual who signed above.]

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

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

**SAMPLE AGREEMENT**

This Professional Services Agreement was approved by The City of Oklahoma  
City this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Reviewed for form and legality.

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

**SAMPLE AGREEMENT**

**Professional Services Agreement**

**Attachments**

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

The Attachments include:

- Attachment “A” (“Project Description and Scope of Services”),
- Attachment “B” (“List of Products, Solutions and Deliverables”),
- Attachment “C” (“Payment Milestones and Schedule of Fees),
- Attachment “D” (“SERVICES PROVIDER’S Project Team and Clients’ Resources”),
- Attachment “E” (“Request for Proposals, including Addenda”),
- Attachment “F” (“Insurance”),
- Attachment “G” (“SERVICES PROVIDER’S Interview and Proposal”),

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**Professional Services Agreement**

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

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

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**Professional Services Agreement**

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

Attached behind this page is a copy of the List of Products, Solutions and Deliverables to be provided by the SERVICES PROVIDER and the timeframe upon which same must be completed and provided with supporting documentation by the SERVICES PROVIDER and in accordance with the requirements of this Agreement. The milestone payments and schedule of fees to provide these products, solutions and deliverables are listed in Attachment C.

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**Professional Services Agreement**

**Attachment “C” (“Milestone Payments and Schedule of Fees”),**

**Milestone Payments and Schedule of Fees are attached on the following pages.**

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**Professional Services Agreement**

**Attachment “D” (“SERVICES PROVIDER’S Project Team and Clients’  
Administration Team and Resources”),**

The **SERVICES PROVIDER** may not modify, revise or change any other member of the **SERVICES PROVIDER’S Project Team** without the prior written consent of the **CONTRACTING ENTITY’S Contract Administrator**, which if the **SERVICES PROVIDER** clearly and convincingly presents verifiable documentation and information that the **SERVICES PROVIDER’S Project Team** replacement is equally skilled with the listed team member, the **CONTRACTING ENTITY’S Contract Administrator’s** consent will not be unreasonably withheld.

**Clients’ Administration Team and Resources** shall consist of the following:

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**Professional Services Agreement**

**Attachment “E” (“Request for Proposals, including Addenda”),**

**Attached behind this page is a copy of the City’s Request for Proposals, including Addenda.**

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**Professional Services Agreement**

**Attachment “F” (“Insurance”),**

**Insurance Certificates**

**Attached behind this page is a Certificate of Insurance provided by the SERVICES PROVIDER to meet the requirements listed below. The SERVICES PROVIDER shall maintain the insurance throughout the entire contract.**

Prior to approval of this contract, the CONSULTANT/SERVICE PROVIDER shall obtain insurance coverage as provided below. The CONSULTANT/SERVICE PROVIDER must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth below. Certified, true and exact copies of all insurance policies required and endorsement pages shall be provided to the City and its participating trusts on a timely basis if requested by City staff.

All insurance must be from responsible insurance companies which are authorized to do business in the state of Oklahoma and are acceptable to the City and its participating trusts. The required insurance coverage and policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

Nothing in this Section shall define or limit the rights of any party to this contract under any other provision of this contract, including but not limited to any indemnification provision.

- A. Additional Insureds: All liability policies (except professional liability and worker’s compensation and employer’s liability policies) shall provide that the City and its participating trusts are named additional insureds without reservation or restriction. The City and any of its participating trusts shall be named as loss payees on the CONSULTANT/SERVICE PROVIDER’s valuable papers insurance policy for this Project.

All insurance coverage of the CONSULTANT/SERVICE PROVIDER shall be primary and non-contributory to any insurance or self-insurance program carried by the City and its participating trusts.

All insurance policies shall include a severability of interest provision wherein claims involving any insured hereunder, except with respect to limits of insurance, interests shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

- B. Deductibles: All policies must be fully insured with any single policy deductible not exceeding \$25,000. All deductibles must be declared on the certificate of insurance. If no deductible is declared, the CONSULTANT/SERVICE PROVIDER is stating a deductible does not exist and thus a deductible is not approved or accepted. If the CONSULTANT/SERVICE PROVIDER’s deductible is different than declared, then the

## SAMPLE AGREEMENT

City and its participating trusts will hold an equal amount from pay claims until corrected.

Self-insured retentions will not be accepted unless accompanied by a bond (financial guarantee bond) or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration and defense expenses not otherwise covered by the CONSULTANT/SERVICE PROVIDER's self-insured retention.

- C. Policy Limits: The insurance coverage and limits required of the CONSULTANT/SERVICE PROVIDER under this contract are designed to meet the minimum requirements of the City and its participating trusts. Such coverage and limits are not designed as a recommended insurance program for the CONSULTANT/SERVICE PROVIDER. The CONSULTANT/SERVICE PROVIDER alone shall be responsible for the sufficiency of its own insurance program. Should the CONSULTANT/SERVICE PROVIDER have any question concerning its exposures to loss under this contract or the possible insurance coverage needed therefore, the CONSULTANT/SERVICE PROVIDER should seek professional assistance.

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 CONSULTANT/SERVICE PROVIDER shall also provide tail coverage that extends a minimum of two year from the expiration of this contract.

The minimum aggregate limits of such insurance policies and continuing coverage shall be:

- (1) Worker's Compensation and Employer's Liability Insurance. The CONSULTANT/SERVICE PROVIDER shall provide and maintain, during the term of the contract, worker's compensation insurance as prescribed by the laws of the state of Oklahoma and employer's liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) each for all its employees employed at the site of the Project, and in case any work is subcontracted, the CONSULTANT/SERVICE PROVIDER shall require the subcontractor similarly to provide worker's compensation and employer's liability insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the CONSULTANT/SERVICE PROVIDER. In the event any class of employees engaged in work performed under the contract or at the site of the Project is not protected under such insurance heretofore mentioned, the CONSULTANT/SERVICE PROVIDER shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected. If the CONSULTANT/SERVICE PROVIDER is exempt under the laws of the state of Oklahoma from the requirement to obtain and maintain worker's compensation insurance, then the CONSULTANT/SERVICE PROVIDER must provide the City and its participating trusts a copy of its Affidavit of Exempt Status from the Oklahoma Insurance Department.
- (2) Commercial General Liability Insurance. The CONSULTANT/SERVICE PROVIDER shall provide and maintain commercial general liability

## SAMPLE AGREEMENT

insurance coverage sufficient to meet the maximum cumulative liability of all parties to this contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, as provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- (3) Automobile Liability Insurance. The CONSULTANT/SERVICE PROVIDER shall provide and maintain comprehensive automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles sufficient to meet the maximum cumulative liability of all parties to this contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, unless otherwise specifically and expressly provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- D. Certificates: The insurance coverage and limits required must be evidenced by properly executed certificates of insurance on forms approved by the Oklahoma Insurance Commissioner. Copies of these certificates have been provided to the Purchasing Agent or her/his designee prior to execution of this contract and are attached hereto. The

## SAMPLE AGREEMENT

certificate(s) must be signed by the authorized representative of the insurance company(s) shown in the certificate(s). The CONSULTANT/SERVICE PROVIDER must attach a copy of the power of attorney evidencing the authority of the authorized representative to execute the certificate of insurance. The certificate must include the Project or Contract number and Project or Contract description or name.

- E. Cancellation. There may be no termination, non-renewal, reduction in coverage, or modification of such insurance coverage.

The CONSULTANT/SERVICE PROVIDER authorizes the City and its participating trusts to confirm all information so furnished as to the CONSULTANT/SERVICE PROVIDER's compliance with its bonds and insurance requirements with the CONSULTANT/SERVICE PROVIDER's insurance agents, brokers, surety and insurance carriers. The lapse of any insurance policy or coverage required by this contract is a breach of this contract for which the CONSULTANT/SERVICE PROVIDER shall repay and reimburse all payment made under the contract and such other damages, losses, and costs incurred by the City and its participating trusts. The City and its participating trusts may at their option suspend this contract until there is full compliance with this paragraph, and/or may suspend payment under this contract, and/or may cancel or terminate this contract and seek damages for the breach of this contract. The remedies in this paragraph shall not be deemed to waive or release any remedy available to The City and its participating trusts. The City and its participating trusts expressly reserve the right to pursue and enforce any other cause or remedy in equity or at law.

In the event of a reduction in any aggregate limit, the CONSULTANT/SERVICE PROVIDER shall immediately notify the City and its participating trusts and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the City and its participating trusts request a written statement from the insurance company(s) as to any impairments to or reduction of the aggregate limit, the CONSULTANT/SERVICE PROVIDER hereby agrees to promptly authorize and have delivered to the City and its participating trusts such statement.

- F. Duration of Coverage. All insurance coverage required under this contract shall be maintained in full force and effect until completion and formal acceptance of the Project by the City and its participating trusts. For CONSULTANT/SERVICE PROVIDERs providing claims-made insurance coverage, such coverage must be maintained in full force and effect for a period of two (2) years after the final, formal acceptance of this Project by the City and its participating trusts.

The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation or termination of this contract.



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**Professional Services Agreement**

**Attachment “G” (“Service Provider’s Interview and Proposal”)**

**Attached behind this page is a copy of the SERVICES PROVIDER’S Proposal and certain documents submitted during the interview, review, and selection process, and certain recordings of the Interview.**

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## Question and Answers for Bid #RFP-OCITY-171 - Safety Consultant for the City of Oklahoma City

### Overall Bid Questions

There are no questions associated with this bid.