

## **Solicitation RFP OCWUT 2-24**

### **Hefner Water Treatment Plant - Emergency Generators**

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



**City of Oklahoma City and its Trusts**

## Bid RFP OCWUT 2-24

### Hefner Water Treatment Plant - Emergency Generators

Bid Number	<b>RFP OCWUT 2-24</b>
Bid Title	<b>Hefner Water Treatment Plant - Emergency Generators</b>
Bid Start Date	<b>In Held</b>
Bid End Date	<b>Jun 14, 2023 4:00:00 PM CDT</b>
Question & Answer End Date	<b>May 31, 2023 10:00:00 AM CDT</b>
Bid Contact	<b>Rebecca Cavnar</b> <b>rebecca.cavnar@okc.gov</b>
Bid Contact	<b>City Clerk</b> <b>cityclerk@okc.gov</b>
Bid Contact	<b>Mark Keesee</b> <b>mark.keesee@okc.gov</b>
Bid Contact	<b>Stephen Krausnick</b> <b>stephen.krausnick@okc.gov</b>
Contract Duration	<b>5 years</b>
Contract Renewal	<b>1 annual renewal</b>
Prices Good for	<b>12 months</b>
Pre-Bid Conference	<b>May 23, 2023 10:00:00 AM CDT</b> <b>Attendance is optional</b> <b>Location: A Non-mandatory pre-proposal conference will be held May 23, 2023, beginning promptly at 1 a.m. CST via Teams. To call into the pre-bid conference meeting, use the following toll-free number, +1 405-534-4946 when prompted, enter meeting ID 948 718 003#. To join the pre-bid conference meeting using a computer or smart device, the link to the meeting is: <a href="#">Click here to join the meeting</a></b>
Standard Disclaimer	<b>This site and system is hosted by Oklahoma City through BIDSYNC for use of The City of Oklahoma City and its trusts.</b> <b>Certain screens and flags may show the name and/or seal of The City; however, such references do not indicate or change the contracting entity.</b>
Bid Comments	<b>The purpose of this Request for Proposals is to solicit proposals from qualified firms to provide professional emergency power generation services for the Hefner Water Treatment Plant in the event of natural disaster, unforeseen event(s), and scheduled down times resulting in prolonged power outages affecting the City of Oklahoma City's water and wastewater facilities and delivery operations. See Scope of Services Exhibit A.</b>

#### Item Response Form

Item **RFP OCWUT 2-24--01-01 - Proposal Documents**

Quantity **1 each**

Unit Price

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

No Location Specified

**Qty 1**

**Description**

Upload your responses to the Request for Proposal as outlined in the RFP, Scope of Services, and related Forms (A, B, C, and D).

## 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 BIDS SYNC 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]

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



The City of  
**OKLAHOMA CITY**

Updated 2019

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

**VENDOR REGISTRATION FORM**

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

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

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

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

\_\_\_\_\_  
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  DUNS Number - \_\_\_\_\_
- Women-Owned Business - % women owned / controlled \_\_\_\_\_%
- Minority-Owned Business - % Minority owned / controlled \_\_\_\_\_%

Ethnicity(ies) \_\_\_\_\_

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 \_\_\_\_\_

2024

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

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

## TABLE OF CONTENTS

NOTICE TO PROPOSERS .....	4
1. INTENT OF REQUEST FOR PROPOSAL .....	5
1.1 Contents of Remaining Request for Proposal Sections .....	6
2. PROCUREMENT PROCESS AND SCHEDULE .....	6
2.1 Proposal Submission, Time, Date and Place .....	6
2.2 Contact Person and Additional Information .....	6
2.3 Interpretations and Addenda .....	7
2.4 Request for Proposal Process .....	7
2.5 Non-mandatory Pre-Proposal Conference Call .....	7
2.6 Evaluation of Proposals .....	7
3. RFP TERMS AND CONDITIONS .....	7
3.1 Clarification .....	7
3.2 Consequence of Proposal Submission .....	7
3.3 Cost Incurred by Proposers .....	8
3.4 Disclaimer of RFP Agency .....	8
3.5 Escalation/Dispute Resolution Plan .....	8
3.6 Indemnity .....	9
3.7 Order of Precedence .....	9
3.8 Rights of the General Manager and/or Designee .....	9
3.9 Rights of the Contracting Entity .....	9
3.10 Undue Influence .....	10
3.11 Cost Adjustment Terms .....	10
3.12 Whole Agreement .....	11
4. PROPOSAL REQUIREMENTS/MINIMUM QUALIFICATIONS .....	11
4.1 Title Page .....	11
4.2 Table of Contents .....	11
4.3 Executive Summary .....	12
4.4 Organizational Overview .....	12
4.5 Experience .....	12
4.6 Outline of Proposed Scope – Proposal .....	12
4.7 References .....	12
4.8 Schedule .....	13
4.9 Statement of Fees .....	13
4.10 Personnel Assigned .....	13

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

4.11 Performance Bond ..... 13

4.12 Insurance Requirements ..... 13

5. EVALUATION CRITERIA AND EVALUATION/SELECTION PROCESS .....15

5.1 General .....15

5.2 Evaluation and Selection Process.....15

5.3 Technical Proposal .....16

5.4 Compensation .....16

5.5 Negotiations.....16

5.6 Proposal Award.....16

(Published in the Journal Record May 10, 2023, and May 17, 2023)

**NOTICE TO PROPOSERS**

Notice is hereby given that The Oklahoma City Water Utilities Trust 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 14th day of June, 2023, for the following:

**REQUEST FOR PROPOSALS (OCWUT 02-24): Hefner Water Treatment Plant  
Emergency Generators**

A non-mandatory Pre-Proposal Conference will be held tentatively Tuesday, May 23, 2023, beginning promptly at 10:00 a.m. CST, join on your computer or mobile app [Click here to join the meeting](#) or call in (audio only) +1 405-534-4946 United States, Oklahoma City phone conference ID: 948 718 003#.

The City of Oklahoma City and its Trusts have 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, or systems specified in the electronic proposal packet. 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://prod.bidsync.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>.

A copy of the City Guidelines and Procedures for Professional Consultant Selection may be obtained from the Office of the City Clerk at the above referenced address. Proposals shall be made in accordance with the Notice to Proposers, General Instructions and Requirements for Proposers, Oklahoma Open Records Act and Confidential Information, and the RFP proposal packet, which are a part of the complete electronic proposal packet. A sample Non-Discrimination, Anti/Non-Collusion Affidavit and Vendor Registration form is attached for the Proposer's reference and will be completed prior to contract approval. By submitting a proposal for services, the Proposer certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

The City and its Trusts reserve the right to waive formalities, irregularities, and defects in any or all proposals, except as otherwise required by law. The City and its Trusts reserve 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 a Pricing Agreement/Contract with any proposer; and to solicit new or different proposals. The City and its Trusts reserve the right to negotiate and/or contract with one or more proposers for all or a portion of any proposal or proposed services.

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 4:00:00 p.m. deadline, on the above-mentioned date. There will be no exceptions to this policy.

## 1. INTENT OF REQUEST FOR PROPOSAL

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified firms to provide professional emergency power generation services for the Hefner Water Treatment Plant in the event of a natural disaster, unforeseen event(s), and scheduled down times resulting in prolonged power outages affecting the City of Oklahoma City's water and wastewater facilities and delivery operations.

The awarded Proposer must be able to provide a turn-key solution which includes supplying on-site generators, connectors, transformers, cabling, fuel, and all other equipment necessary to mobilize, restore, and sustain power. Professional services include the installation, wiring, fueling, maintenance, and operation of the proposed generators for the duration of the power outage. The awarded Proposer is required to coordinate and communicate with City staff and energy providers throughout the process of restoring power.

OCWUT is requesting a monthly fee, daily operating fee, commissioning, de-commissioning fee, and a cost-plus percentage for fuel and related additives. More information on the services requested can be found in **Scope of Services (Exhibit A)**.

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

The term "Contracting Entity" as used throughout these specifications shall mean the **OCWUT**. However, should The City of Oklahoma City (**City**) or a PUBLIC TRUST of which The City of Oklahoma City is beneficiary, choose to avail itself of goods or services from the resultant Professional Services Contract(s), the contracted Proposer(s) will honor the terms and conditions, including price, of the Professional Services Contract(s). Should a related agency desire to use these services the Contracting Entity and the agency will meet and agree on a change request including described fees and services.

The Proposer shall provide a sufficiently detailed written proposal with accompanying statement of work, and resource commitment plan as further detailed in this RFP. The Contracting Entity has provided a standardized **Professional Services Agreement (PSA) (Exhibit B)** used for contracting all professional services. The City support staff and the selected Consultant can quickly finalize the Agreement using components of the proposal if it is sufficiently detailed and accurate. Proposers that provide a clear, detailed proposal will receive more consideration than Proposers providing general responses that are not responsive to the requirements of this RFP.

Any capitalized terms not defined in Section 1 through 5 of this RFP will have the meaning set forth in the Professional Services Agreement. If there is anything contained in the RFP that is deemed inconsistent with, or conflicts with, the PSA, the PSA will control. Captions, headings, subheadings, headers, and footers are for ease of reference only and do not constitute a part of this RFP.

## 1.1 Contents of Remaining Request for Proposal Sections

The remainder of this RFP is divided into the following sections:

**Section 2: Procurement Process and Schedule** – Presents the RFP process including the presently contemplated schedule.

**Section 3: RFP Terms and Conditions** – Presents the terms and conditions of the RFP.

**Section 4: Proposal Requirements / Minimum Qualifications** – Presents the requirements and gives instructions for the preparation of the proposals.

**Section 5: Evaluation Criteria and Evaluation/Selection Process** – Includes the criteria and evaluation process by which the proposals (including all supplemental information) will be evaluated.

## 2. PROCUREMENT PROCESS AND SCHEDULE

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

**Table 2.0 – Preliminary Procurement Process and Schedule**

<u>Major Activity</u>	<u>Dates</u>
1. OCWUT Authorizes Issuance of RFP	May 9, 2023
2. RFP is available to Proposers in Periscope	May 10, 2023
3. Non-mandatory Pre-Proposal Conference	May 23, 2023
4. Last Date for OCWUT to receive Questions on this RFP	May 31, 2023
5. Anticipated Final Addendum (if necessary)	June 2, 2023
6. Proposals Due	June 14, 2023

### 2.1 Proposal Submission, Time, Date and Place

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

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

### 2.2 Contact Person and Additional Information

The Periscope contact person for this RFP is:

Rebecca Cavnar  
 The City of Oklahoma City Utilities Department  
 420 W. Main Street, Suite 500  
 Oklahoma City, Oklahoma 73102

Email: [WW-procurement@okc.gov](mailto:WW-procurement@okc.gov)

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

### ***2.3 Interpretations and Addenda***

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

### ***2.4 Request for Proposal Process***

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

### ***2.5 Non-mandatory Pre-Proposal Conference***

A non-mandatory pre-proposal conference will be held on the date shown in Table 2.0 from 10:00 a.m. to 11:00 a.m. CST via Teams. Join on your computer, mobile app, or call in to join.

Verbal responses to questions during the non-mandatory pre-proposal conference and throughout the entire RFP process are for informational purposes only and cannot be relied upon.

To obtain answers to questions and clarifications which can be relied upon, questions from Proposers must be submitted in Periscope prior to the date shown in Table 2.0 of this RFP. Responses to questions or clarifications will be addressed through addenda to this RFP posted in Periscope, if necessary.

### ***2.6 Evaluation of Proposals***

Section 5 of this RFP contains the evaluation criteria and process to be used to rank the proposals for selection of a Proposer.

## **3. RFP TERMS AND CONDITIONS**

### ***3.1 Clarification***

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

### ***3.2 Consequence of Proposal Submission***

The submission of a proposal shall be deemed a representation and warranty by the Proposer that

the Proposer has investigated all aspects of the RFP, that the Proposer is aware of the applicable facts pertaining to the RFP process, its procedures, and requirements, and that the Proposer has read and understands the RFP. ***No request for modification of the provisions of a proposal shall be considered after its submission on the grounds the Proposer was not fully informed as to any fact or condition.*** Statistical data that may be contained in the RFP or any addenda thereto is for informational purposes only.

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

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

### ***3.3 Costs Incurred by Proposers***

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

### ***3.4 Disclaimer of RFP Agency***

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

### ***3.5 Escalation/Dispute Resolution Plan***

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

### **3.6 Indemnity**

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

### **3.7 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.

### **3.8 Rights of the General Manager and/or Designee**

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

- a) To prepare and issue modifications and/or addenda to this RFP prior to the receipt of the proposals that may change, expand, restrict, or cancel any portion or all work or other items described in this RFP.
- b) To receive questions, including assumptions and exceptions, from Proposers prior to the date listed in Table 2.0 and to provide such answers as it deems appropriate.
- c) To change the date for receipt of proposals or any deadlines and dates specified in this RFP.
- d) To change the procurement and/or selection process.
- e) To waive any minor informalities in the proposals.
- f) To determine that a proposal does not qualify for evaluation.
- g) To conduct investigations with respect to the information provided by each Proposer and to request additional information to support such Proposer's responses and submittals.
- h) To seek clarification of proposals from Proposers.
- i) To waive the requirement for authorization to negotiate with the highest ranked proposer in the best interest of the Contracting Entity.
- j) To determine if a Best and Final Offer process is or is not in the best interest of the Contracting Entity.

### **3.9 Rights of the Contracting Entity**

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

- a) This RFP constitutes an invitation to submit proposals to the Contracting Entity. This RFP does not obligate the Contracting Entity to procure or contract for any of the scopes

of services set forth in this RFP.

- b) To reject any or all proposals or to award the Agreement/Contract to the next most qualified respondent if the successful respondent does not execute an Agreement/Contract within 45 days after award of the proposal.
- c) To cancel this RFP with or without the substitution of another RFQ and/or RFP.
- d) To select and enter negotiations with the Proposer or Proposers that submitted the most advantageous proposal, in the sole judgment of the Contracting Entity.
- e) To request or require a Best and Final Offer (BAFO) from any or all Proposers.
- f) To cease or suspend negotiations with any Proposer at any time and to engage in negotiations with another Proposer.
- g) To enter into a Professional Service Agreement with the Proposer whose proposal is determined, in the sole judgment of the Contracting Entity, to be in the best interest of the Contracting Entity.

### ***3.10 Undue Influence***

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

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

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

### ***3.11 Cost Adjustment Terms***

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

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

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

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Cost adjustments are calculated in the following manner:

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

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

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

A valid written request consists of the following:

- Letter requesting price increase(s) must be submitted on your company letterhead along with the combined CPI<sub>In</sub> and CPI<sub>Io</sub> chart from [www.bls.gov/cpi](http://www.bls.gov/cpi).
- Signed by an officer or someone authorized to execute contracts on company's behalf
- Reference the assigned contract number
- Reference the Contracting Entity's bid number
- Reference the title of the contract (e.g. Hefner Water Treatment Plant – Emergency Generators, etc.)
- Must be submitted to: The City of Oklahoma City, Utilities Department, Contracts Administration Section, 420 W. Main Street, Ste. 500, Oklahoma City, OK 73102. Requests emailed to [ww-procurement@okc.gov](mailto:ww-procurement@okc.gov) are acceptable.

### 3.12 Whole Agreement

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

## 4. PROPOSAL REQUIREMENTS/MINIMUM QUALIFICATIONS

The proposal must be typed and clearly legible to convey to the Contracting Entity the Proposer's ability to undertake the required services. Proposal pages must be numbered. No marketing brochures may be included in the proposals. Proposers that do not meet these minimum qualifications will not be considered. All proposals must contain all items listed in this Section 4.

### 4.1 Title Page

The Title Page shall have the name of the proposal, which is “**Proposal for RFP OCWUT 02-24, Hefner Water Treatment Plant - Emergency Generators**”. The page shall clearly indicate the name of the company submitting the proposal and the name, address, and phone number of the Proposer's designated contact person. An email address for the contact person shall also be indicated on the Title Page. The Proposer's designated contact person is the individual who will be the main point of contact for the Contracting Entity to communicate with regarding this procurement.

### 4.2 Table of Contents

The Table of Contents shall follow the major requirements outlined in Section 4.4. Tables,

illustrations, figures, and appendices shall be indicated in the Table of Contents.

### **4.3 Executive Summary**

The Executive Summary shall highlight the key team members or entities being proposed for this project. The Proposer shall describe the role of each member of the proposed project team.

Where the Proposer includes more than one entity, the proposal shall indicate the headquarters of each of the project team entities with a brief description of the role of each of the entities on this project. Relevant experience of each entity as well as key management staff who will be assigned to this project shall be highlighted.

The Proposer's proposed team will demonstrate the expertise in delivering solutions for similar Utilities. If selected, the Proposer's proposed team may be required to review the Implementation Approach and Project Schedule with the Contracting Entity.

### **4.4 Organizational Overview**

The Proposer shall provide an overview of their firm to include:

1. History of the firm, company background, years in business, and parent company information if applicable
2. Location of closest office
3. Total number of customers
4. Total number of employees for the organization
5. Firms' duration and experience with the Scope of Service requirements

### **4.5 Experience**

Proposers shall provide a summary of your firm's and any subcontractor's previous experience related to the Scope of Services. Proposals must include at a minimum three previous clients with specific reference information as indicated in Section 4.7.

### **4.6 Outline of Proposed Scope - Proposal**

Proposer shall provide a narrative description of their proposal, including their plan to perform the Scope of Services. This narrative shall demonstrate the Proposer's ability to meet the Contracting Entity's needs of performing the requested services and how each of the service requirements within the Scope of Services will be met.

### **4.7 References**

Proposer shall complete the electronic **Proposal Form A – References** through Periscope to demonstrate the proposer is a qualified partner in providing emergency power generation services to municipal and/or commercial organizations comparable in population to The City of Oklahoma City. All references shall pertain to actual customers of the Proposer, (sub-contractor references are not applicable) for five years or more. All references will be treated as the Proposer's confidential business information. Previous work for the Contract Entity may be used as references. Complete each item for all three (3) references. The Contracting Entity reserves the right to contact the references listed and ask questions relating to the program of services and your firm's performance.

By submitting required references with the proposal, Proposers are confirming references are

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

#### **4.8 Schedule**

The Proposer shall submit a schedule for each task to be completed with their proposal. The schedule must meet the requirements set forth in the RFP’s Scope of Services.

#### **4.9 Statement of Fees**

The Proposer shall provide all necessary resources to provide the emergency power generation services in accordance with the scope of services of the RFP. Proposer shall complete **Proposal Form B – Schedule of Fees** within the electronic bidding system.

#### **4.10 Personnel Assigned**

Proposers shall provide:

- The names and resumes of key personnel who will be working on this project, including their roles and responsibilities.
- The name, address, and phone number of the individual in the organization who will act as the key contact to the City.
- A list of phone numbers that must be answered by critical response personnel 24 hours, 7 days a week in case of an emergency event.
- Any subcontractors that will be used, the names, and resumes of personnel assigned to the project, and their respective roles and responsibilities.

#### **4.11 Performance Bond**

The Bidder shall, at its own cost, provide a performance bond of \$200,000. No payment will be issued until the required performance bond and claim form have been obtained by the Bidder then provided and approved by the Contracting Entity. The performance bond must be in the format attached as “**Exhibit C**”.

The performance bond is generally described as follows:

A Performance Bond, which guarantees completion of the project intended in the Bidding Documents and the Contractor's full and faithful execution of the work and performance of the Contract and for the protection of the Trust and all property owners against any damage by reason of acts or omissions of the Contractor or the improper execution of the work or the use of inferior, non-compliant defective materials or equipment. The Performance Bond shall be made in favor of the Trust and the City of Oklahoma City.

The cost of obtaining this performance bond will be included in the amount of the services bid.

#### **4.12 Insurance Requirements**

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

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

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

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

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

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

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

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

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

**this Pricing Agreement/Contract and shall be considered a breach. Contracting Entity must be provided with a Certificate of Insurance or Endorsement evidencing Contracting Entity’s additional insured status prior to contract award. The policy description shall state the following: “Additional insured(s) on the listed policies are those required in the contract.”**

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

## **5. EVALUATION CRITERIA AND EVALUATION/SELECTION PROCESS**

### **5.1 General**

As used in this Section 5, the words “proposal” and “proposals” and the various sections thereof means the proposals uploaded to Periscope on the date and time set forth in Section 2 of this RFP, plus any, and all addenda, supplemental information, answers to questions, interviews and other data and information available to the Contracting Entity and Consultants from the Proposers or otherwise.

### **5.2 Evaluation and Selection Process**

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

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

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

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

### ***5.3 Technical Proposal***

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

### ***5.4 Compensation***

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

### ***5.5 Negotiations***

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

### ***5.6 Proposal Award***

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

2024

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

# EXHIBIT A

## SCOPE OF SERVICES

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

## **TABLE OF CONTENTS**

<b>Background.....</b>	<b>3</b>
<b>Hefner Water Treatment Plant.....</b>	<b>3</b>
<b>Hefner Water Treatment Plant - Additional Information .....</b>	<b>4</b>
<b>Power Generator Requirements .....</b>	<b>4</b>
<b>Service Requirements .....</b>	<b>4</b>
<b>Non-emergency Generator Testing Requirements .....</b>	<b>6</b>
<b>Price Proposal .....</b>	<b>6</b>
<b>Price Proposal Definitions .....</b>	<b>6</b>
<b>Penalty Clause .....</b>	<b>6</b>

## **Scope of Services**

### ***Background***

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

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

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

### ***Hefner Water Treatment Plant***

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

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

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

### *Hefner Water Treatment Plant – Additional Information*

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

### *Power Generator Requirements*

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

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

### *Service Requirements*

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

The awarded Proposer must be able to provide the following:

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

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

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

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

### ***Non-emergency Generator Testing Requirements***

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

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

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

### ***Price Proposal***

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

### ***Price Proposal Definitions:***

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

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

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

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

### ***Penalty Clause***

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

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

**Exhibit B**  
**Sample Documents**

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter “Agreement”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **INSERT VENDOR NAME** (hereinafter referred to as “**CONTRACTOR**”), and The City of Oklahoma City (hereinafter referred to as “**CITY**”), the Oklahoma City Water Utilities Trust (hereinafter referred to as “**OCWUT**”), **CITY and its TRUSTS** are each a public body organized under the laws of the State of Oklahoma.

### WITNESSETH:

**WHEREAS**, on **DATE**, the **TRUSTS** prepared a Request for Proposal (“RFP”) seeking a Professional Services Agreement for Composting Services for the **TRUSTS**; and

**WHEREAS**, on **DATE**, the **TRUSTS** received responses to its RFP; and

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

**WHEREAS**, the **CONTRACTOR** represented itself, both in its response (“Proposal”) and its interviews (“Interviews”) as an expert in the field of Composting Services with skilled professionals willing, able, and capable of timely providing the services requested and required by the **TRUSTS** in the RFP; and

**WHEREAS**, based upon the representations, guarantees, and warranties expressed by the **CONTRACTOR** both in the Proposal and the Interviews, the selection committee recommended, and the **TRUSTS** selected and entered this Agreement with the **CONTRACTOR**; and

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

**WHEREAS**, **TRUSTS** retains **CONTRACTOR** to provide professional services as an independent contractor; and

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

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

**1. Professional Services Agreement**

Subject to the terms and conditions of this Agreement, **TRUSTS** retains the **CONTRACTOR**, an independent contractor, to provide the **TRUSTS** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **TRUSTS** 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 the **CONTRACTOR** to the **TRUSTS**. 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 **TRUSTS** and the **CONTRACTOR** with respect to the services, products, solutions and deliverables to be provided by the **CONTRACTOR** 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 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” (“CONTRACTOR Project Team”), and**  
**Attachment “E” (“Insurance”).**

2. **Retention of CONTRACTOR and Scope of Services**

(a) **CONTRACTOR** is solely responsible for the actions, non-action, omissions, and performance of **CONTRACTOR'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”**,

**CONTRACTOR** will be solely responsible to ensure the **CONTRACTOR’S** Project Team fully understands the Project, the Scope of Services, the Deliverables, the schedule for performance, and the **TRUSTS’** goals and purposes. **CONTRACTOR** will be solely responsible to ensure the **CONTRACTOR’S Project Team** is adequately trained, instructed, and managed so that **CONTRACTOR** timely provides the Project and satisfies **CONTRACTOR’S** obligations under this Agreement. **CONTRACTOR** may not change the **CONTRACTOR’S Project Team** as set forth in **Attachment “D” (“CONTRACTOR’S Project Team and TRUSTS’ Resources”)** without the prior written consent of the **GENERAL MANAGER** of **OCWUT** or designee.

(b) **CONTRACTOR** 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. **CONTRACTOR** 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 **TRUSTS**.

### 3. Compensation

(a) The **TRUSTS** shall pay **CONTRACTOR** the compensation after completion of services or products as specified in **Attachment “C” (“Payment Milestones and Schedule of Fees)**,

(b) The **TRUSTS** and **CONTRACTOR** acknowledge that the compensation to be paid **CONTRACTOR** pursuant to this Agreement has been established at an amount reasonable for the availability and services of **CONTRACTOR** and **CONTRACTOR’S Project Team**.

### 4. Independent Contractor Status

(a) The parties hereby acknowledge and covenant that:

1. **CONTRACTOR** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **TRUSTS** in performing the duties in this Agreement.

2. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

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

(c) The **TRUSTS** 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 **CONTRACTOR** as **CONTRACTOR** is an independent contractor and the members of its **CONTRACTOR’S Project Team** are not employees of the **TRUSTS**. Any such taxes, if due, are the responsibilities of **CONTRACTOR** and will not be charged to the **TRUSTS**.

(d) **CONTRACTOR** 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 **TRUSTS** for its employees.

## 5. Termination and Stop Work.

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

(1) Upon receipt of a notice of termination for the *convenience* from the **TRUSTS**, **CONTRACTOR** 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, **CONTRACTOR** shall deliver to the **TRUSTS** all work, products, deliverables, documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Agreement, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **TRUSTS**, the **TRUSTS** shall pay **CONTRACTOR** 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 **TRUSTS**, **CONTRACTOR** 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 **CONTRACTOR** shall release and waive any interest in any retainage. The **TRUSTS** 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 **TRUSTS** by reason of **CONTRACTOR'S** breach or other cause. Provided, however, upon notice of termination for cause, **CONTRACTOR** shall deliver to the **TRUSTS** 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 **TRUSTS** 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 **CONTRACTOR** under this Agreement.

(5) Upon notice to **CONTRACTOR**, the **TRUSTS** may issue a stop work order suspending any services, performances, work, products, deliverables, or solutions under this Agreement. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **CONTRACTOR** under this Agreement. In the event the **TRUSTS** issues a stop work order to **CONTRACTOR** the **TRUSTS** will provide a copy of such stop work order to **CONTRACTOR**. Upon receipt of a stop work order issued by the **TRUSTS**, **CONTRACTOR** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **TRUSTS** in the stop work order. Upon notice to **CONTRACTOR**, this Agreement, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) days by the **TRUSTS**, without cause and without cost to **TRUSTS**; provided however **CONTRACTOR** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only. The **GENERAL MANAGER** of **OCWUT** or designee are hereby authorized to issue stop work orders on behalf of the **TRUSTS**.

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

In the event this Agreement is terminated for convenience hereunder, the **TRUSTS** shall pay **CONTRACTOR** 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 **TRUSTS** shall have

no further liability under this Agreement to **CONTRACTOR** and **CONTRACTOR** shall have no further obligations to the **TRUSTS**.

## 7. Warranties

(a) **CONTRACTOR** 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. **CONTRACTOR** 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. **CONTRACTOR** agrees to require all members of the **CONTRACTOR'S Project Team** to provide any and all services, products, solutions and deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **CONTRACTOR**.

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

(c) The **CONTRACTOR** 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) **CONTRACTOR** agrees to release, defend, and indemnify the **TRUSTS**, and

each of them, and hold the **TRUSTS**, 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 **CONTRACTOR** and the **CONTRACTOR'S Project Team**. Any such indemnification or reimbursement shall be made by **CONTRACTOR** 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

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

## 10. Miscellaneous

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

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

or condition, but such term or condition shall continue in full force and effect.

(c) **No Assignment without Consent.** The parties hereby agree that as this is an agreement for the provision of specialized services, therefore **CONTRACTOR** may not assign this Agreement in whole or in part without the prior written consent of the **TRUSTS**. In addition, **CONTRACTOR** agrees that the **CONTRACTOR'S Project Manager** may not be removed or replaced without the express written consent of the **GENERAL MANAGER of OCWUT** or designee.

(d) **Venue and Applicable Law.** The **TRUSTS** and **CONTRACTOR** 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 **CONTRACTOR** 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.

SAMPLE AGREEMENT

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

(h) **Entire Contract.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

(i) **Time is of Essence.** Both the **TRUSTS** and **CONTRACTOR** 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 **TRUSTS** to timely object to the time of performance shall not waive any right of the **TRUSTS** to object at a later time.

(j) **Upgrades and Substitutions.** During the performance of this Agreement, if any software named in this Agreement is upgraded in the software provider's product line by software performing the same functions, but using improved technology, then the newer product will be substituted upon the direction and approval of the **GENERAL MANAGER** of **OCWUT** 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 **TRUSTS** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **TRUSTS** 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

SAMPLE AGREEMENT

sent to the addresses set forth below or to such other address or person as such party may designate by notice to each other party hereunder:

To **SERVICE PROVIDER:**

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

Attention: \_\_\_\_\_

Address 1: \_\_\_\_\_

City, State Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

AND

To **Oklahoma City Water Utilities Trust**

Attention: Chris Browning, General Manager

420 W. Main Street, Ste. 500

Oklahoma City, Oklahoma 73102

AND

To **City Hall**

Attention: City Clerk

200 N. Walker Ave., Second Floor

Oklahoma City, OK 73102

Telephone (405) 297-2391

Email: [cityclerk@okc.gov](mailto:cityclerk@okc.gov)

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

(n) **Term and Renewal Option.** The initial term of the Consulting Professional Services Agreement (PSA) shall be effective for three (3) years with the option to extend the contract for two (2) one (1) year extensions upon mutual agreement by both parties.

(o) Should the **TRUSTS** desire to renew the Agreement, a written preliminary notice will be furnished to the **CONTRACTOR** prior to the expiration date of the Agreement. (Such preliminary notice will not be deemed to commit the **TRUSTS** to renew.)

**11. TRUSTS' Responsibilities**

(a) The **TRUSTS** shall only provide such space, equipment and personnel to assist

SAMPLE AGREEMENT

**CONTRACTOR** as expressly set forth in **Attachment “D” (CONTRACTOR’S Project Team and TRUSTS’ Resources)**.

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

**2. Insurance**

(a) **CONTRACTOR** shall obtain and provide **TRUSTS** 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 “E”** which is incorporated herein by reference.

(b) **CONTRACTOR** shall be responsible for providing the **TRUSTS** 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 **TRUSTS** may terminate this Agreement for cause and **CONTRACTOR** shall also be liable and responsible for any claim by **TRUSTS** 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 **TRUSTS** reserves the right to withhold payment of any funds otherwise due **CONTRACTOR** 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

SAMPLE AGREEMENT

such change results in a material reduction in the dollar value of coverage or materially changes the policy's scope of coverage.

SAMPLE AGREEMENT

[the rest of this page is left blank intentionally]

City of Oklahoma City and  
its Trusts  
SAMPLE AGREEMENT

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 \* \_\_\_\_\_ )

County of \* \_\_\_\_\_ ) SS.

[State and a County where notarized must be written in.] )

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022

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

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

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

City of Oklahoma City and  
its Trusts  
SAMPLE AGREEMENT

This Professional Services Agreement was **approved** by The Oklahoma City  
Water Utilities Trust and signed by the Chair on this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chair

This Professional Services Agreement was **concurred** by The City of  
Oklahoma City and signed by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

\_\_\_\_\_  
Mayor

**Reviewed** for form and legality

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

SAMPLE AGREEMENT



**The City of  
OKLAHOMA CITY**

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

**VENDOR REGISTRATION FORM**

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

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

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

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

\_\_\_\_\_ City Department City Employee

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

**Select all types of applicable update(s):**

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

**SDBE Program: Please select all applicable vendor characteristics:**

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

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

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

Do you consent to receive Forms 1099 by email?

Do you wish to receive payments by electronic funds transfer?

Check here if same as PO address

**PURCHASE ORDER ADDRESS**

\_\_\_\_\_  
BUSINESS NAME

\_\_\_\_\_  
ADDRESS 1

\_\_\_\_\_  
ADDRESS 2

\_\_\_\_\_  
CITY STATE ZIP CODE

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
TELEPHONE NUMBER

**PAYMENT REMITTANCE ADDRESS**

\_\_\_\_\_  
BUSINESS NAME

\_\_\_\_\_  
ADDRESS 1

\_\_\_\_\_  
ADDRESS 2

\_\_\_\_\_  
CITY STATE ZIP CODE

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
TELEPHONE NUMBER

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

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

**Return to Procurement Services:**  
[vendorregistration@okc.gov](mailto:vendorregistration@okc.gov)  
100 N. Walker, Suite #200  
Oklahoma City, OK 73102  
405.297.1751 Fax (405) 297-2142

\_\_\_\_\_  
Signature of Person Authorized to Sign Date Signed

\_\_\_\_\_  
Print Name Title

## Exhibit C.

### PERFORMANCE BOND

\_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, ("Principal"), and \_\_\_\_\_, a \_\_\_\_\_ corporation organized and existing under the laws of the State of \_\_\_\_\_, ("Surety") herein, are jointly and severally bound unto the OCWUT and unto the City of Oklahoma City, its sole beneficiary, in accordance with the terms and provisions of this Performance Bond ("Bond").

#### WITNESSETH:

**WHEREAS**, the Principal has been determined to be a successful proposer for

(Description of the RFP and System Provider Contract / System Support Contract); and

**WHEREAS**, the Principal will be awarded a contract upon the provision of a properly executed the above contract ("Contract") and this Bond; and

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

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

This Bond shall be enforceable in an amount of up to \$500,000.00 against the Principal and Surety, their successors and assigns, by Oklahoma City Water Utilities Trust and the City of Oklahoma City, for any and all costs, expenses, fees, charge, damages, and losses incurred by the Oklahoma City Water Utilities Trust and/or the City of Oklahoma City for the failure of the Principal to fully and timely perform the Contract, which is hereby incorporated herein by specific reference as though fully set forth.

Additionally, this Bond shall be enforceable in an amount of up to \$ \_\_\_\_\_ against the Principal and Surety, their successors and assigns, by Oklahoma City Water Utilities Trust and the City of Oklahoma City for any and all costs, expenses, fees, charges, damages, and losses incurred by the Oklahoma City Water Utilities Trust and/or the City of Oklahoma City for infringement and by enforcement of copyrights, licenses and/or patent rights or processes for products, systems, and services provided under the Contract.

It is expressly agreed and understood by the parties hereto that no changes, amendments, or alterations in said Contract or the plan or mode of performance shall have the effect of releasing or limiting the obligations of the Principal or the Surety, or their successors and assigns, under this Bond.

In addition, it is expressly agreed by the parties hereto that the rights provided by this Bond shall not limit any other right of the Oklahoma City Water Utilities Trust and the City of Oklahoma City under the Contract or by law or equity to recovery for any costs, expenses, fees, charges, damages, and or caused by the Principal.

Should Principal timely and fully perform the Contract and provide all copyrights, licenses and/or patent rights or processes for products, systems, and services provided under the Contract, then this Bond obligation shall become void; otherwise, this Bond obligation shall remain in full force and effect.

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

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the Principal.

**ATTEST:**

\_\_\_\_\_  
Principal (Company Name)

\_\_\_\_\_  
(Witness - Secretary)

\_\_\_\_\_  
(Authorized Officer)

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the Surety.

**ATTEST:**

\_\_\_\_\_  
Surety (Company Name)

\_\_\_\_\_  
(Witness - Secretary)

\_\_\_\_\_  
(Attorney-in-Fact)

**APPROVED** by the Trustees of the Oklahoma City Water Utilities Trust this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ATTEST:**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman

**CONCURRED** in by the Council of The City of Oklahoma City this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ATTEST:**

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

\_\_\_\_\_  
Mayor

**REVIEWED** for form and legality.

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

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

**Proposal Form A – Reference Form**

By submitting required references with a proposal, Proposers are confirming references are accurate and comprehensive, for Contracting Entity to contact such references. Any references found to be inaccurate or incomplete may result in proposal rejection.

Reference No. 1	
Municipality/Organization Name	<input type="text"/>
Address (include City, State, Zip)	<input type="text"/>
Contact Person and Title	<input type="text"/>
Phone number for the contact person	<input type="text"/>
Email address for the contact person	<input type="text"/>
How long has this reference been your customer?	<input type="text"/>
What is this customer’s electricity demands?	<input type="text"/>
What size generators did you provide this customer?	<input type="text"/>
What types of service did you provide for this customer?	<input type="text"/>
How many hours were you able to restore emergency power to this customer?	<input type="text"/>
Describe the type of work provided for this reference?	<input type="text"/>

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<b>Reference No. 2</b>	
Municipality/Organization Name	<input type="text"/>
Address (include City, State, Zip)	<input type="text"/>
Contact Person and Title	<input type="text"/>
Phone number for the contact person	<input type="text"/>
Email address for the contact person	<input type="text"/>
How long has this reference been your customer?	<input type="text"/>
What is this customer's electricity demands?	<input type="text"/>
What size generators did you provide this customer?	<input type="text"/>
What types of service did you provide for this customer?	<input type="text"/>
How many hours were you able to restore emergency power to this customer?	<input type="text"/>
Describe the type of work provided for this reference?	<input type="text"/>

Reference No. 3	
Municipality/Organization Name	<input type="text"/>
Address (include City, State, Zip)	<input type="text"/>
Contact Person and Title	<input type="text"/>
Phone number for the contact person	<input type="text"/>
Email address for the contact person	<input type="text"/>
How long has this reference been your customer?	<input type="text"/>
What is this customer's electricity demands?	<input type="text"/>
What size generators did you provide this customer?	<input type="text"/>
What types of service did you provide for this customer?	<input type="text"/>
How many hours were you able to restore emergency power to this customer?	<input type="text"/>
Describe the type of work provided for this reference?	<input type="text"/>

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

**Proposal Form B – Schedule of Fees**

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

Estimated number of days from contract award date to have equipment on site.	<input type="text"/>
Commissioning Fee (Initial Install Fee)	\$ <input type="text"/>
Monthly Fee (On-site generators)	\$ <input type="text"/>
Operating Fee (Daily)	\$ <input type="text"/>
De-commissioning Fee (Removal Fee)	\$ <input type="text"/>
Cost plus for fuel and related additives	<input type="text"/> %

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

**Proposal Form C – Supplier Contact Information**

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

**Company Information**

Company name:	<input type="text"/>
Company phone:	<input type="text"/>
Company website:	<input type="text"/>

**Sales Contact**

Contact Name/Title:	<input type="text"/>
Sales Contact email:	<input type="text"/>
Sales Contact phone:	<input type="text"/>

**Service Contact**

Contact Name/Title:	<input type="text"/>
Service Contact email:	<input type="text"/>
Service Contact phone:	<input type="text"/>

**RFP OCWUT 02-24**

**Hefner Water Treatment Plant – Emergency Generators**

**Proposal Form D – Certificate of Insurance**

Attached behind this page is a Certificate of Insurance provided by the Contractor to meet the requirements specified. The Contractor shall maintain the insurance through the term of the agreement.

## Question and Answers for Bid #RFP OCWUT 2-24 - Hefner Water Treatment Plant - Emergency Generators

### Overall Bid Questions

There are no questions associated with this bid.