

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter "Agreement") is entered into as of this 22ND day of APRIL 2025, by and between **Baker Tilly Advisory Group, LP** (hereinafter referred to as "**SERVICES PROVIDER**"), and The City of Oklahoma City and any of its public trusts participating in this Agreement, a public body organized under the laws of the State of Oklahoma (hereinafter referred to as "The City" or "**CONTRACTING ENTITY**").

WITNESSETH:

WHEREAS, on November 8, 2023, the City prepared a Request for Proposal ("RFP") seeking a Professional Services Agreement for Executive and Highly Specialized/Technical Recruitment Services for the Human Resources Department; and

WHEREAS, on December 13, 2023, the City received responses to its RFP; and

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

WHEREAS, the **SERVICES PROVIDER** represented itself, both in its response ("Proposal") and its interviews ("Interviews") as an expert in the field of Executive and Highly Specialized/Technical Recruitment Services with skilled professionals willing, able, and capable of timely providing the services requested and required by the **CONTRACTING ENTITY** in the RFP; and

WHEREAS, the **CONTRACTING ENTITY** strives to obtain recruitment services that play a key role in ensuring the City is provided with qualified, diverse applicant pools for consideration; and

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

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

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

1. Professional Services Agreement

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

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

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

(c) If there is a conflict in language, terms, conditions, or provisions, in this Agreement between the text of this document, (Professional Services Agreement pages 1 through 16,) and any language, term, condition, or provision in any Attachment, then the text of this document, (Service Agreement pages 1 through 16) shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

Attachment "A" ("Project Description and Scope of Services"),

Attachment "B" ("List of Products, Solutions and Deliverables"),

Attachment "C" ("Payment Milestones and Schedule of Fees),

Attachment "D" ("SERVICES PROVIDER'S Project Team and Clients' Resources"),

Attachment "E" ("Request for Proposals, including Addenda"),

Attachment "F" ("Insurance"),

Attachment "G" ("SERVICES PROVIDER'S Interview and Proposal"),

2. Retention of SERVICES PROVIDER and Scope of Services

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

(1) the timely provision of the Project and timely performance of the Scope of Services as each are defined in **Attachment "A"**,

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

SERVICES PROVIDER will be solely responsible to ensure the **SERVICES PROVIDER'S** Project Team fully understands the Project, the Scope of Services, the Deliverables, the schedule for performance, and the **CONTRACTING ENTITY'S** goals and purposes. **SERVICES PROVIDER** will be solely responsible to ensure the **SERVICES PROVIDER'S Project Team** is adequately trained, instructed, and managed so that **SERVICES PROVIDER** timely provides the Project and satisfies **SERVICES PROVIDER'S** obligations under this Agreement. The **CONTRACTING ENTITY'S** Contract Administrator is the City Manager or designee, as stated in writing.

(b) **SERVICES PROVIDER** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments

and additions thereto, pertaining in any manner to the performance or services provided under this Agreement.

3. Compensation

(a) **CONTRACTING ENTITY** shall pay **SERVICES PROVIDER** the compensation as specified in Attachment "C" ("Payment Milestones and Schedule of Fees"),

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

4. Independent Contractor Status

(a) The parties hereby acknowledge and covenant that:

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

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

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

(c) The **CONTRACTING ENTITY** will not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **SERVICES PROVIDER** as **SERVICES PROVIDER** is an independent contractor and the members of its **SERVICES PROVIDER'S Project Team** are not employees of the **CONTRACTING ENTITY**. Any such taxes applicable to **SERVICES PROVIDER'S Project Team**, if due, are the responsibilities of **SERVICES PROVIDER** and will not be charged to the **CONTRACTING ENTITY**.

(d) **SERVICES PROVIDER** acknowledges that as an independent contractor it and its **Project Team** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **CONTRACTING ENTITY** for its employees.

5. Termination and Stop Work.

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

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

(2) upon payment for products or services fully performed, **SERVICES PROVIDER** shall deliver to the **CONTRACTING ENTITY** all deliverables, 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 **CONTRACTING ENTITY**, the **CONTRACTING ENTITY** shall pay **SERVICES PROVIDER** for completed services, up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the Agreement and as further limited by the "not to exceed" amounts set out in this Agreement.

(3) Upon notice of termination for *cause* from the **CONTRACTING ENTITY**, **SERVICES PROVIDER** shall be entitled payment for completed services, up to the time of the notice of termination for cause. Provided, however, upon notice of termination for cause, **SERVICES PROVIDER** shall deliver to the **CONTRACTING ENTITY** services and deliverables including, but limited to, all documents, summaries and other information and materials accumulated or created

in performing this Agreement, whether complete or incomplete, unless the notice directs otherwise.

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

(a) Upon notice to **SERVICES PROVIDER**, the **CONTRACTING ENTITY** may issue a stop work order suspending any services, performances, work, products, deliverables, or solutions under this Agreement. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **SERVICES PROVIDER** under this Agreement and **CONTRACTING ENTITY** shall be responsible to **SERVICES PROVIDER** for payment of any fees incurred and expenses accrued and unpaid prior to such stop order being issued. In the event the **CONTRACTING ENTITY** issues a stop work order to **SERVICES PROVIDER**, the **CONTRACTING ENTITY** will provide a copy of such stop work order to **SERVICES PROVIDER**. Upon receipt of a stop work order issued by the **CONTRACTING ENTITY**, **SERVICES PROVIDER** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **CONTRACTING ENTITY** in the stop work order. Upon notice to **SERVICES PROVIDER**, this Agreement, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) days by the **CONTRACTING ENTITY**, without cause and without additional cost to **CONTRACTING ENTITY**; provided however, **SERVICES PROVIDER** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only. The **CONTRACTING ENTITY'S Contract Administrator** is hereby authorized to issue stop work orders on behalf of the **CONTRACTING ENTITY**.

6. Obligation upon Termination.

In the event this Agreement is terminated hereunder, the **CONTRACTING ENTITY** shall pay **SERVICES PROVIDER** for such properly documented invoices, if any, in accordance with the provisions of this Agreement above, through the date of

termination and the period set forth in the notice, and thereafter the **CONTRACTING ENTITY** shall have no further liability under this Agreement to **SERVICES PROVIDER** and **SERVICES PROVIDER** shall have no further obligations to the **CONTRACTING ENTITY**.

7. **Warranties**

(a) **SERVICES PROVIDER** warrants that all services and deliverables performed or provided under this Agreement shall be performed consistent with generally prevailing professional standards and expertise. **SERVICES PROVIDER** shall maintain during the course of this Agreement said standard of care, expertise, skill, diligence and professional competency for any and all such services and deliverables. **SERVICES PROVIDER** agrees to require all members of the **SERVICES PROVIDER'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 **SERVICES PROVIDER**.

(b) During the term of this Agreement, **CONTRACTING ENTITY'S** remedy for any breach of the above warranty shall be to permit **SERVICES PROVIDER** one additional opportunity to perform the services and deliverables without additional cost to **CONTRACTING ENTITY**. If **SERVICES PROVIDER** cannot perform the services and deliverables according to the standards and requirements set forth in this Agreement within thirty (30) calendar days of the original performance date, the **CONTRACTING ENTITY** shall be entitled to recover, should the **CONTRACTING ENTITY** so determine to be in their best interest, any fees paid to **SERVICES PROVIDER** for portion of the nonconforming services and **SERVICES PROVIDER** shall make reimbursement or repayment within thirty (30) days of a demand by the **CONTRACTING ENTITY**.

(c) This section is **CONTRACTING ENTITY's** only warranty concerning the services and any deliverable, and is made expressly in lieu of all other warranties and representations, express or implied, including any implied warranties of merchantability, accuracy, title, noninfringement or fitness for a particular purpose, or otherwise. **CONTRACTING ENTITY** acknowledges that no employee of **SERVICES PROVIDER** or any other party is authorized to make any representation or warranty on behalf of **SERVICES PROVIDER** that is not in this section.

8. Indemnification

(a) **SERVICES PROVIDER** agrees to hold harmless, defend, and indemnify the **CONTRACTING ENTITY** against any losses, claims, damages, liabilities, expenses (including all reasonable legal fees and expenses), judgments, fines or settlements to the extent such claims are finally determined to arise from a third party claim in connection with or resulted from the willful misconduct or fraudulent behavior of **SERVICES PROVIDER** or the **SERVICES PROVIDER'S Project Team** in the performance of Services. Any such indemnification or reimbursement shall be made by **SERVICES PROVIDER** within thirty (30) days of an appropriate finding of facts, whether by mutual agreement or by a court of law.

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

(c) Notwithstanding the foregoing, **CONTRACTING ENTITY** hereby releases **SERVICES PROVIDER**, its subsidiaries and their present or former partners, principals, employees, officers and agents from, and acknowledges that such parties shall not be required to indemnify **CONTRACTING ENTITY** against, any costs, fees, expenses, damages and liabilities (including attorneys' fees and all defense costs) relating to or arising as a result of the acts or omissions of **CONTRACTING ENTITY**. Furthermore, because of the importance of the information that **CONTRACTING ENTITY** provides to **SERVICES PROVIDER** with respect to **SERVICES PROVIDER'S** ability to perform the services, **CONTRACTING ENTITY** hereby releases **SERVICES PROVIDER** and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services that arise from or relate to any information, including representations by management, provided by **CONTRACTING ENTITY**, its personnel or agents, that is not complete, accurate or current.

(d) The liability (including attorney's fees and all other costs) of **SERVICES PROVIDER** and its present or former partners, principals, agents or employees related to any claim for damages relating to the Services performed under this Agreement shall not exceed the fees paid to **SERVICES PROVIDER** for the portion of the work to which the

claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of **SERVICES PROVIDER** relating to such Services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays, interruptions or viruses arising out of or related to this Agreement even if the other party has been advised of the possibility of such damages.

9. Confidentiality

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

10. Miscellaneous.

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

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

(c) **No Assignment without Consent.** The parties hereby agree that as this is an agreement for the provision of specialized services, therefore **SERVICES PROVIDER** may not assign this Agreement in whole or in part without the prior written consent of the **CONTRACTING ENTITY**; provided that **SERVICES PROVIDER** may assign and transfer this Agreement to any successor that acquires all or substantially all of the business or assets of **SERVICES PROVIDER** by way of merger, consolidation, other business reorganization, or the sale of interests or assets.

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

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

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

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

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

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

G) **Intentionally omitted.**

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

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

To SERVICES PROVIDER:

Baker Tilly Advisory Group, LP
18500 Von Karman Ave. 10th Floor
Irvine, CA 92612
Attn: Carol Jacobs, Managing Director
Telephone 949-809-5588
Fax

To CONTRACTING ENTITY:

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

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

(n) **Renewal Option.** This Agreement is renewable for four additional one-year periods upon mutual agreement of **CONTRACTING ENTITY** and **SERVICES PROVIDER**. Should the **Contracting Entity** desire to renew the Agreement, a written preliminary notice will be furnished to the **SERVICES PROVIDER** prior to the expiration date of the Agreement. (Such preliminary notice will not be deemed to commit the **Contracting Entity** to renew.) To be effective, any such renewal must be in writing and signed by each party.

11. CONTRACTING ENTITY'S RESPONSIBILITIES.

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

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

12. Insurance.

(a) **SERVICES PROVIDER** shall obtain and provide **CONTRACTING ENTITY** with a copy of the certificate of insurance prior to execution of the contract by

CONTRACTING ENTITY and shall maintain such insurance throughout the term of this Agreement as required and in the form and in the amount set forth in **Attachment "F"** which is incorporated herein by reference.

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

13. **Services Provider Entity Information**

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms. Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agents and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

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:

Carol Jacobs

Managing Director 1/28/2025

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.

Carol Jacobs

Printed Name of Individual

Baker Tilly US Address

Company Name and Address [Please Print]

Zip Code

949-809-5588

and

Telephone Number and Fax Number if any

513-861-3480

TO BE COMPLETED BY THE NOTARY:

State of * Minnesota

)

County of * Washington

)

SS.

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

Signed and sworn to before me this 28 day of Jan, 2024

by Carol Jacobs

[Printed name of individual who signed above.]

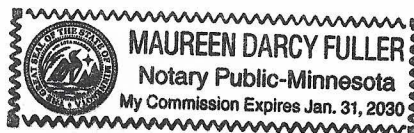
My Commission number: 31065068

My Commission expires: 1/31/2030

[Date/Year]

Maureen D Fuller

Signature of Notary Public



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This Professional Services Agreement was approved by Council and signed by the Mayor of The City of Oklahoma City this 22ND day of APRIL, 2025.

ATTEST:

Amy K. Simpson
CITY CLERK



David Holt
MAYOR

REVIEWED for form and legality.

Jonathan Garcia
ASSISTANT MUNICIPAL COUNSELOR

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NON-COLLUSION AFFIDAVIT

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

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

Witness the hands of the parties hereto:

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

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

| | |
|----------------------------------------------|--------------------------|
| <u>Anne Lewis</u> | <u>Managing Director</u> |
| Type Name of Authorized Agent/Representative | Title |
| <u>Anne Lewis</u> | |
| Signature | |
| <u>Baker Tilly Advisory Group, LP</u> | |
| Company Name | |
| <u>4807 Innovate Lane, Madison, WI</u> | <u>53718</u> |
| Address | Zip Code |
| <u>703-923-8214</u> | |
| Telephone Number and Fax Number, if any | |

TO BE COMPLETED BY THE NOTARY:

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

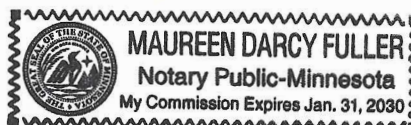
Signed and sworn to before me on this 12 day of Nov, 2024 by Anne Lewis
 [Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number: 31065068
 [Oklahoma] Minnesota
 My Commission Expires: 1/31/2030
 [Date/Year]

Maureen D Fuller
 Type Name of Notary Public
Maureen D Fuller
 Signature of Notary Public

[49 Okla. Stat. 2011 §119]

September 2020



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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



Managing Director

Title

Anne Lewis

Printed Name of Individual

Baker Tilly Advisory Group, LP 4807 Innovate Ln, Madison, WI 53718

Company Name and Address

Zip Code

703-923-8214

Telephone Number and Fax Number if any