

## **Solicitation RFP OCWUT 32-24**

### **Fall Protection Systems Inspections, Repair & Services**

**Bid Designation: Public**



**City of Oklahoma City and its Trusts**

## **Bid RFP OCWUT 32-24**

### **Fall Protection Systems Inspections, Repair & Services**

Bid Number **RFP OCWUT 32-24**  
Bid Title **Fall Protection Systems Inspections, Repair & Services**  
Expected Expenditure **\$200,000.00** (This price is expected - not guaranteed)

Bid Start Date **In Held**  
Bid End Date **Jun 12, 2024 4:00:00 PM CDT**  
Question & Answer  
End Date **May 24, 2024 10:00:00 AM CDT**

Bid Contact **Rebecca Cavnar**  
**rebecca.cavnar@okc.gov**

Bid Contact **City Clerk**  
**cityclerk@okc.gov**

Bid Contact **Mark Keesee**  
**mark.keesee@okc.gov**

Bid Contact **Stephen Krausnick**  
**stephen.krausnick@okc.gov**

Contract Duration **3 years**  
Contract Renewal **2 annual renewals**  
Prices Good for **1 year**

Standard Disclaimer **This site and system is hosted by Oklahoma City through BIDSYNC for use of The City of Oklahoma City and its trusts.**  
**Certain screens and flags may show the name and/or seal of The City; however, such references do not indicate or change the contracting entity.**

Bid Comments **The expected expenditure amount of \$200,000 for these goods and services is an estimate for a one-year period based on past history and future projections. The quantity of any item when shown in the price schedule as an estimate of an annual requirement is only an estimate based on currently available information. The purchase of any such item or quantity is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected. See the specification bid packet for more information.**

#### **Item Response Form**

Item **RFP OCWUT 32-24--01-01 - Federal Acquisition Regulations (FAR)**  
Quantity **1 each**

Prices are not requested for this item.

Delivery Location	<b>City of Oklahoma City and its Trusts</b>
	<u>See Bid Packet for Location(s)</u>
	N/A
	Oklahoma City OK 73102
	<b>Qty</b> 1

**Description**

I am willing to provide goods and services in accordance with the Federal Acquisitions Regulations (FAR) contract clauses as it applies to goods and services and is attached to this bid as Exhibit D. Participation must be indicated by YES or NO.

## GENERAL INSTRUCTIONS AND REQUIREMENTS FOR PROPOSERS

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

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

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

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

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

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

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

**13. PAYMENTS AND DISCOUNTS:**

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

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

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

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

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

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

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

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

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

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

**NON-DISCRIMINATION STATEMENT**

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

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

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

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

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

~~Sign Here~~ X

Signature of Individual

Title

Printed Name of Individual

Company Name and Address

Zip Code

Telephone Number and Fax Number if any

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

### NON-COLLUSION AFFIDAVIT

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

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

Witness the hands of the parties hereto:

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

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

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

Signature \_\_\_\_\_

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

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

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

#### TO BE COMPLETED BY THE NOTARY:

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

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

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

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

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

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

September 2020



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

Updated 2019



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

How did you hear about us? \_\_\_\_\_

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

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

☐ DUNS Number - \_\_\_\_\_

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

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

Do you wish to receive payments by electronic funds transfer? ☐

Check here if same as PO address ☐

**PURCHASE ORDER ADDRESS**

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

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

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

CITY \_\_\_\_\_

STATE \_\_\_\_\_

ZIP CODE \_\_\_\_\_

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

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

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

**PAYMENT REMITTANCE ADDRESS**

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

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

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

CITY \_\_\_\_\_

STATE \_\_\_\_\_

ZIP CODE \_\_\_\_\_

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

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

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

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

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

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

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

\_\_\_\_\_  
Date Signed

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

\_\_\_\_\_  
Title

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

### NOTICE TO PROPOSERS

Notice is hereby given that Oklahoma City Water Utilities Trust will receive electronic bids at the **OFFICE OF THE CITY CLERK, 200 North Walker Avenue, Oklahoma City, Oklahoma 73102** until 4:00:00 p.m., on the **12th day of June, 2024**, for the following:

**Bid Number:** RFP OCWUT 32-24  
**Title:** Fall Protection Systems Inspections, Repair & Services

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

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

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

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

# 2024

Rebecca Cavnar, Administrative Specialist  
Utilities Department  
The City of Oklahoma City  
[Rebecca.Cavnar@okc.gov](mailto:Rebecca.Cavnar@okc.gov)

## **RFP OCWUT 32-24**

### **Fall Protection Systems Inspection, Repair & Services**

## RFP OCWUT 32-24 Fall Protection Systems Inspection, Repair & Services

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**RFP OCWUT 32-24 Fall Protection Systems Inspections, Repair & Services**

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**1. INTENT OF REQUEST FOR PROPOSAL**

The intent of this Request for Proposal (RFP) is to solicit proposals from qualified firms to perform planned inspection, evaluation, design, fabrication, and installation services of areas indicated as fall hazards, including all labor, materials, equipment, supplies, transportation, and management to perform any repairs or modifications to existing equipment or facilities if repairs are found to be necessary.

Inspections, evaluations, designs, fabrications, and installations must comply with the applicable Public Employees Occupational Safety and Health (PEOSH), Occupational Safety & Health Administration (OSHA), and American National Standards Institute Z359 standards.

**The initial term of the resulting Professional Services Agreement (PSA), shall be effective for a three (3) year term, as approved by OCWUT, with the option to renew for two (2) additional three (3) year terms, as approved by OCWUT.**

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 OCWUT 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.

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 OCWUT and the agency will meet and agree on a change request including described fees and services.

Any capitalized terms not defined in Section 1 through 4 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 Request for Proposals Schedule*****Preliminary Procurement Process and Schedule Table 1.0**

<b><u>Major Activity</u></b>	<b><u>Dates</u></b>
1. OCWUT Authorizes Issuance of RFP	May 7, 2024
2. RFP is available to Proposers in Periscope	May 8, 2024
3. Last Date for OCWUT to receive Questions on this RFP	May 24, 2024
4. Final Addendum (if needed)	May 31, 2024
5. Proposals Due	June 12, 2024

## RFP OCWUT 32-24 Fall Protection Systems Inspections, Repair & Services

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### 1.2 *Exhibits for Information and Action*

- Exhibit A: Scope of Services**
- Exhibit B: Professional Services Agreement Sample**
- Exhibit C: Inspection List**
- Exhibit D: Federal Acquisition Regulations**
- Exhibit E: Inspection Location Maps**

## 2. RFP TERMS AND CONDITIONS

### 2.1 *Clarification*

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

### 2.2 *Consequence of Proposal Submission*

The submission of a proposal shall be deemed a representation and warranty by the Proposer that the Proposer has investigated all aspects of the RFP, that the Proposer is aware of the applicable facts pertaining to the RFP process, its procedures, and requirements, and that the Proposer has read and understands the RFP. ***No request for modification of the provisions of a proposal shall be considered after its submission on the grounds the Proposer was not fully informed as to any fact or condition.***

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

1. The OCWUT 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 OCWUT obligates the Proposer to enter into an Agreement with the OCWUT in accordance with this RFP, as proposed by the Proposer and selected by the OCWUT.
3. The Agreement shall not be binding or valid against the OCWUT unless and until it is executed by the OCWUT and the selected Proposer.
4. The OCWUT has the final authority for approving any Agreement.

**RFP OCWUT 32-24 Fall Protection Systems Inspections, Repair & Services**

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**2.3 Cost Incurred by Proposers**

All expenses involved with the preparation and submission of proposals to the OCWUT, 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 OCWUT.

**2.4 Disclaimer of RFP Agency**

The OCWUT 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 OCWUT 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 OCWUT or its staff, agents, advisors, or consultants.

**2.5 Escalation/Dispute Resolution Plan**

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

**2.6 Indemnity**

The Proposer assumes all risks incidents to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save the OCWUT 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 OCWUT'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 OCWUT from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation.

Under Oklahoma law, the City, and the public trusts of which the City is a sole beneficiary are prohibited from indemnifying the Contracting Entity or any third party. See, e.g., 2012 OK AG 18, 2006 OK AG 11, 1978 OK AG 256, and the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., as amended. Accordingly, proposers should delete any requirement for indemnification by the City or its Trusts from any contracts proposed in response to this RFP. The City and its Trusts reserve the right to eliminate or exclude from consideration any proposer that requires a clause.

**2.7 Interpretation / Addenda**

No interpretation, explanation, or clarification of this RFP, including without limitation, the Appendices hereto, by any official, employee, consultant, attorney, or other representative of OCWUT will be considered authoritative or binding to OCWUT unless contained in written addenda to this RFP. The OCWUT 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.



## **RFP OCWUT 32-24 Fall Protection Systems Inspections, Repair & Services**

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

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

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

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

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

### ***2.10 Rights of the OCWUT***

By issuing the RFP, the OCWUT reserves the following rights.

- a) This RFP constitutes an invitation to submit proposals to the OCWUT. This RFP does not obligate the OCWUT 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 mostd qualified respondent if the successful respondent does not execute an Agreement/Contract within 45 days after award of the proposal.

## RFP OCWUT 32-24 Fall Protection Systems Inspections, Repair & Services

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- c) To cancel this RFP with or without the substitution of another RFQ and/or RFP.
- d) To request or require a Best and Final Offer (BAFO) from any or all Proposers.
- e) To select and enter negotiations with the Proposer or Proposers that submitted the most advantageous proposal, in the sole judgment of the OCWUT. The OCWUT further reserves the right to enter simultaneous negotiations with two or more Proposers if reasonably competitive proposals are received.
- f) To cease or suspend negotiations with any Proposer at any time and to engage in negotiations with another Proposer.
- g) To award a Professional Services Agreement a single Proposer or to multiple Proposers, whichever is deemed to be in the OCWUT's best interest. In the event of a multiple award, the OCWUT will use its judgment to determine the Proposer best suited to perform work on a case-by-case basis taking into account all factors. The OCWUT reserves the right to award by line item, by group of items, or all items of the proposal.

### ***2.11 Undue Influence***

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

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

### ***2.12 Cost Adjustment Terms***

Prices shall remain firm throughout the first twelve months of the contract period. At the request of the Proposer, 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 the 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 32-24 Fall Protection Systems Inspections, Repair & Services

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Cost adjustments are calculated in the following manner:

**New Unit Price = Existing unit price(s) \* (((CPI<sub>n</sub> – CPI<sub>o</sub>)/CPI<sub>o</sub>) + 1)**

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

CPI<sub>o</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>n</sub> and CPI<sub>o</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. Fall Protection Systems Inspections, Repair & Services)
- Must be submitted to: The City of Oklahoma City, Utilities Department, Contracts Administration Section, 420 W. Main Street, Ste. 500, Oklahoma City, OK 73102. Requests emailed to [ww-procurement@okc.gov](mailto:ww-procurement@okc.gov) are acceptable.

### ***2.13 Whole Agreement***

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

### ***2.14 Safety/Responsibility***

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

### ***2.15 Safety Data Sheets***

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

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

In all instances, the Vendor shall furnish the safety data sheets with the products at delivery, and shall comply with all local, state, and federal laws providing for identification of materials transported to the

## **RFP OCWUT 32-24 Fall Protection Systems Inspections, Repair & Services**

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Contracting Entity. The appropriate proposal number, Agreement/Contract number, delivery ticket number, or invoice number shall be clearly marked on the safety data sheet or the composite concentration lists. Information regarding Safety Data Sheets can be found on-line at <https://www.osha.gov/Publications/OSHA3514.html>. Any question regarding this requirement should be directed to the following address:

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

### ***2.16 Safety Regulations***

The Vendor shall comply with state, local, and federal safety, and health regulations applicable to the work being performed, including, but not limited to traffic control and OSHA approved confined space entry procedures.

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

Prior to entering access areas, an evaluation of the atmosphere to determine the presence of toxic or flammable vapors or lack of oxygen must be undertaken in accordance with local, state, or federal safety regulations.

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

### ***2.17 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 OCWUT's property, or if insurance coverage is otherwise requested by the OCWUT.

#### **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 OCWUT 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:

## RFP OCWUT 32-24 Fall Protection Systems Inspections, Repair & Services

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**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 OCWUT. Upon request, the OCWUT 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 OCWUT at least thirty (30) days’ prior written notice of any cancellation or material coverage change in their policies. **The OCWUT shall be listed as a Certificate Holder. This Agreement/Contract requires that OCWUT, 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 OCWUT is not compliant with this Pricing Agreement/Contract and shall be considered a breach. OCWUT must be provided with a Certificate of Insurance or Endorsement evidencing OCWUT’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 OCWUT 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.

## RFP OCWUT 32-24 Fall Protection Systems Inspections, Repair & Services

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### 3. PROPOSAL REQUIREMENTS

#### 3.1 General

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

#### 3.2 Proposal Requirements

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

##### 3.2.1 Title Page

The Title Page shall have the name of the proposal, which is “**Proposal for RFP OCWUT 32-24, Fall Protection Systems Inspections, Repair & Services**.” 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. The designated contact person must be the main point of contact for the OCWUT to communicate with regarding this procurement.

##### 3.2.2 Table of Contents

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

##### 3.2.3 Organization Experience / Overview

Proposals must include an organizational summary of your firm and include all relevant experience related to the **Exhibit A: Scope of Services**.

The Proposer must provide the following information:

##### **Proposal Form A**

1. History of the firm, company background, location of closest office, years in business, total number of employees, and parent company information, if applicable.
2. Describe your firm’s experience in fall protection system inspection, evaluation, design, fabrication, repair, installation, and training. Firm must have at least five years’ experience inspecting fall hazards and designing, fabricating, and installing solutions.
3. Narrative description and technical approach to performing the Scope of Services (include proposed schedule with milestones through full implementation).

##### 3.2.4 Contractor’s Project Team

All interested Firms must submit a statement of qualifications for all personnel to be assigned to the project listing their prior applicable experience of projects of similar size and scope, certifications, and industry licenses. At a minimum, the Firm’s team should consist of personnel that meet the following requirements:

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1. **Field Personnel:** All field inspectors must be certified by the Vendor with at least five years' experience performing fall hazard inspections.
2. **Project Manager:** all project managers must be certified engineers. Project Managers will be required to be accessible throughout the project, submit status reports, and act as the point of contact between OCWUT staff and the Firm.
3. **Security Clearance:** Vendor personnel may be subject to security clearance and/or Federal background checks.

If there are personnel changes during the course of the project, the above qualifications still apply. Contractor must submit the qualifications of the new personnel for OCWUT approval prior to new personnel performing any work.

### ***3.2.5 Outline of Proposed Scope***

Proposal must provide a narrative description, including the proposed technical approach to performing the **Scope of Services (Exhibit A)**, and describe how each requirement will be met. This narrative must demonstrate the Proposer's ability to meet the OCWUT's needs of performing the requested services.

### ***3.2.6 Schedule Timeline***

A schedule and an estimated time of completion for each inspection, must be provided with the proposal. The City may request submission of additional information in order to assist in its evaluation of the proposals, and the proposer will be expected to fully cooperate fully with such a request. The City reserves the right to reject any or all proposals.

Inspections, repairs, and training services to be arranged in advance with City personnel. All work shall be performed accompanied by City personnel.

No work shall be performed on City observed holidays.

Extended working hours and/or weekend or holiday work must be submitted in writing and approved by the OCWUT Designee.

### ***3.2.7 Implementation Plan***

A carefully planned Implementation Plan utilizing Microsoft Project, Excel, or other software showing milestones, deliverables, and the level of responsibility proposed individually by the Proposer, including respective resource requirements for each.

### ***3.2.8 Proposal Forms***

Each proposal must include the following forms which are provided within Periscope. These forms must be completed as directed on each form.

- Proposal Form A – Cover sheet for organizational history, narrative description/technical approach to performing the Scope of Services, and proposed schedule
- Proposal Form B – Reference Forms (3)



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- Proposal Form C – Contractor’s Project Team
- Proposal Form D – Cost Proposal and Rate Card
- Proposal Form E – Supplier Contact Information
- Proposal Form F – Certificate of Insurance

### 4. PROPOSAL EVALUATION

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

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

The Selection Committee will evaluate and rank the proposals received. The evaluation of the proposals received, and selection of the top ranked firm shall be based on the following:

#### 4.1 *Compliant Proposal*

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

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

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

##### 4.2.1 *Experience*

Experience of the proposer and the proposed key individuals to complete task in the Scope of Services shall be evaluated as follows:

1. Experience with inspecting, evaluating, repairing, designing, fabrication, and installation of systems to protect employees from fall hazards.
2. Technical expertise of each key individual proposed to complete each task.
3. Level of work key individuals have been assigned for this project.
  - a. Proposers must convey the level of work each key individual will complete, and their previous experience completing these tasks.
4. Proposer’s and key individual’s experience in performing the related projects to the scope of services for communities of similar size to Oklahoma City.



## **RFP OCWUT 32-24 Fall Protection Systems Inspections, Repair & Services**

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5. Relevance of experience to the work requested in this RFP including fall protection competent person training and fall protection rescue training services.

### ***4.2.2 Technical Approach***

Each proposal's technical approach shall be evaluated based on the Proposer's skills and ability to perform the requested scope of services as follows:

1. Adherence to the required scope of services requested in this RFP.
2. Innovation to solving the concerns within the Scope of Services.

### ***4.3 Statement of Fees***

The fees associated to perform the proposed scope shall be evaluated along with the Technical Approach.

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

## Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

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

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

### Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>											
				-				-			
<b>or</b>											
<b>Employer identification number</b>											
					-						

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person	Date
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## General Instructions

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

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

## What's New

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

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

## Purpose of Form

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

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

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

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

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

**By signing the filled-out form, you:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

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

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

**Payments you receive will be subject to backup withholding if:**

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

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

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

## What Is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

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

### Line 2

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

### Line 3a

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

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

### Line 3b

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

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

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

### Line 4 Exemptions

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

#### Exempt payee code.

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

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

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

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

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

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

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

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

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

## Line 5

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

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

**Part II. Certification**

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

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

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

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

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

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

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

**What Name and Number To Give the Requester**

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

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

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

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

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

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

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

**Secure Your Tax Records From Identity Theft**

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

To reduce your risk:

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

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

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

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

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

**Protect yourself from suspicious emails or phishing schemes.**

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

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

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

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

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



# The City of OKLAHOMA CITY

City of Oklahoma City and  
its Trusts

Updated 2022 Bid RFP OCWUT 32-24

(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 ☐ UEI Number - \_\_\_\_\_
- ☐ 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) \_\_\_\_\_

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  
5(405) 297-4641 Fax (405) 297-2142

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

\_\_\_\_\_  
Date Signed

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

\_\_\_\_\_  
Title



## RFP OCWUT 32-24

### Fall Protection Systems Inspections, Repair & Services

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#### Exhibit A

#### Scope of Services

The scope of services is to seek qualified proposers who can perform inspections on existing fall protection systems and provide evaluation, design, fabrication, repair, and installation of systems to protect employees from fall hazards, as further detailed below. In addition, proposer must provide fall protection competent person and fall protection rescue training programs and services. The proposal(s) shall outline how the firm can uniquely satisfy these expectations.

Utilities personnel regularly perform tasks on location throughout the Oklahoma City service area. Work requires regular climbing or walking on surfaces that expose employees to potential fall hazards. Per federal and state laws and regulations, municipalities must take action to protect employees from potential work hazards. The need for independent inspection, evaluation, design, fabrication, and installation services for all protection systems has become apparent to Utilities personnel.

Each work location has unique characteristics. Therefore, it will be necessary for the selected firm to evaluate each potential fall hazard and recommend a solution that will allow for uniform procedures and fall protection safety equipment to be used by employees, where practical. It is anticipated that these professional services will be useful for other situations as they become apparent during the agreement term. Therefore, OCWUT and City departments may use these services as needed during the resultant contract term.

Maps detailing the identified fall hazard locations are shown in Exhibit E.

#### ***A. INSPECTION AND EVALUATION***

The inspection component of these services shall be comprised of the following tasks:

- Checking all existing fall protection systems for excessive wear of components.
- If the fall protection system does not pass inspection, the Engineer should immediately tag it “out of service” and send the Contracting Entity a quote for remediation.
- Perform annual on-site inspections. All annual inspections are to be conducted in one visit accompanied by OCWUT personnel. It is expected that the Oklahoma City facilities can be inspected in approximately 3 days. A single trip to the Atoka/McGee Creek area

for equipment inspections near Tecumseh, Konawa, Ada, Tupelo, Coalgate, and Atoka is estimated to take up to two days. Maps are included detailing the locations of the sites to be inspected to give the proposers perspective on the distances between certain locations. The maps are divided into two for ease of reading, one listing sites in the Oklahoma City metro areas, and one listing sites along the Atoka pipeline. Addresses are also provided as part of this exhibit. Proposers must complete Proposal Form D – Schedule of Fees and Rate Card as part of their proposal.

- Contacting and coordinating with the Utilities Department personnel to schedule the work to ensure gaining access to sites.
- Coordination for all inspections and repairs will be made with the appropriate City department. The contractor will only be compensated for work satisfactorily performed.

### ***B. REPORTING FINDINGS/RECOMMENDATIONS***

A report of findings and recommendations shall be prepared and provided to the Contracting Entity upon completion of inspection at each location. The report shall be reviewed by the Contracting Entity. The contractor will include in the report a list of recommended repairs/changes and the cost in each report. Authorization to perform repairs/modifications will be forwarded by the issuance of work orders by the Contracting Entity.

### ***C. DESIGN/REVIEW OF DESIGNS***

Designs shall be signed and sealed by a professional engineer licensed in the State of Oklahoma when the resultant Contractor is fabricating a solution. When the Contractor is purchasing an engineered solution, it shall meet OSHA 29 CFR 1910, 1926, and ANSI standard A-359. Final plans and specifications will be due 60 days following receipt of the engineering report with an approval from the Utilities Safety Section.

Contractor must be able to recommend improvements and/or modifications and designs for new installations.

### ***D. INSTALLATION OF FABRICATED OR ENGINEERED SOLUTIONS/REPAIRS***

The contracted vendor shall perform repairs of fall protection equipment where deemed necessary and authorized by the Contracting Entity. Prospective contractors shall be expected and required to handle, stock, or have access to the complete line of repair parts as needed to alleviate safety needs in a timely manner.

### ***E. ACCEPTANCE***

Final acceptance of any installation, modification, or repair is at the discretion of the Contracting Entity's assigned Project Manager. A visual inspection of each location by

the Project Manager shall be performed prior to acceptance. The Contractor must provide written notice to the Contracting Entity's Project Manager that work has been completed in order for timely inspections and payment.

#### ***F. TRAINING EMPLOYEES***

Utilities Department employees shall be trained and certified by the contracted vendor in accordance with the manufacturer's recommended training for maintenance, use, and future inspections of any fall protection systems. In addition, fall protection competent person training and fall protection rescue training services will be required.

#### ***G. SPECIFIC PROVISIONS***

Technical expertise is needed to inspect and evaluate the safety climbing systems that are connected to the various structures. These services shall be provided by a "Qualified Person" as defined in American National Standard (ANSI) Z-359 (2007 Edition), published by the American Society of Safety Engineers (ASSE).

Contractors are to discuss in their proposal various safety climbing systems available and the credentials of the "Qualified Person" who has a recognized degree or professional certificate with extensive knowledge, training, and experience in the fall protection and rescue field and who is capable of designing, analyzing, evaluating, and specifying fall protection and rescue systems to the extent required by the above-mentioned standard.

Other standards that may apply are:

1. Applicable OSHA General Industry Standards (**i.e., 29 CFR 1910**) and Construction Standards (**i.e., 29 CFR 1926**)
  - a. 29 CFR 1910 Subpart D – Walking-Working Surfaces
  - b. 29 CFR 1926 Subpart M – Fall Protection
  - c. 29 CFR 1926 Subpart X – Stairways and Ladders
2. ANSI/ASSE Z-359 Series, 2007 Edition: *Fall Protection Code*
3. Saf-T-Climb System Manufacturer Recommendations

According to the Utilities Department's Safety Policies & Procedures, fall protection is required when a working/walking surface is **4 feet or more** above a lower level **and**:

1. The working area has unprotected sides or edges.
2. The leading edge is a floor, roof, or framework for a floor or other working/walking surface. The leading edge is the unprotected side or edge that is under construction.

3. Any structural holes/openings, including skylights, are present.
4. Ramps, runways, or other walkways are present.
5. Excavations that are not readily seen or obviously present.
6. Hoist areas where guardrail systems must be removed to facilitate material handling or where employees must lean through an opening.
7. Working on a roof requires fall protection. This fall protection may consist of one or all the following:
  - a. Guardrail system
  - b. Personal fall arrest system
  - c. Safety monitoring system with a warning line system
8. Wall openings where the inside bottom edge is less than 39 inches above the surface requires fall protection.
9. Any unprotected working/walking surface not included above, and which is 4 feet or more above a lower level requires fall protection.

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter “**Agreement**”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between \_\_\_\_\_ (hereinafter referred to as “**SERVICES PROVIDER**”), and The City of Oklahoma City, a municipal corporation (hereinafter referred to as “**CITY**”), the Oklahoma City Water Utilities Trust, a public trust, enacted in accordance with the requirements under Oklahoma Law (hereinafter referred to as “**OCWUT**”).

### WITNESSETH:

**WHEREAS**, on \_\_\_\_\_, 2024, **OCWUT** prepared a Request for Proposal (“**RFP**”) seeking a Professional Services Agreement to provide crane and hoist equipment inspections and preventive maintenance; and

**WHEREAS**, on \_\_\_\_\_, 2024, **OCWUT** received responses to its RFP; and

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

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

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

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

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

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

**1. Professional Services Agreement**

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

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

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

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

**Attachment “A” (“Scope of Services, Proposed Schedule and Solutions”)**

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

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

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

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

(2) the Scope of Services, the Project and all services, products, solutions and deliverables, including but not limited to, the Deliverables shall be performed at the facilities as delineated in the **Attachment F**.

**SERVICES PROVIDER** will be solely responsible to ensure the **SERVICES PROVIDER’S** Project Team fully understands the Project, the Scope of Services, the Deliverables, the schedule for performance, and **OCWUT’S** goals and purposes. **SERVICES PROVIDER** will be solely responsible to ensure the **SERVICES PROVIDER’S Team**, including FTEs specifically assigned to work with the **SERVICES PROVIDER** timely provides the Project and satisfies **SERVICES PROVIDER’S** obligations under this **Agreement**. **SERVICES PROVIDER** may not change the **SERVICES PROVIDER’S Team**, including list of Full Time Employees (FTEs) for the services to be provided as set forth on **Attachment “C” (“SERVICE**

**PROVIDER'S Project Team**") without the prior written consent of the General Manager of OCWUT ("**General Manager**") or designee.

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

### **3. Compensation**

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

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

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

(a) The parties hereby acknowledge and covenant that:

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

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

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



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

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

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

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

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

(2) upon payment for products or services fully performed and accepted, **SERVICES PROVIDER** shall deliver to **OCWUT** all work, products, deliverables, documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by **OCWUT**, **OCWUT** shall pay **SERVICES PROVIDER** for completed services, up to the time of the notice of

termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

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

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

(a) Upon notice to **SERVICES PROVIDER**, **OCWUT** may issue a stop work order suspending any services, performances, work, products, deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **SERVICES PROVIDER** under this **Agreement**. In the event **OCWUT** issues a stop work order to **SERVICES PROVIDER**, **OCWUT** will provide a copy of such stop work order to **SERVICES PROVIDER**. Upon receipt of a stop work order issued from **OCWUT**, **SERVICES PROVIDER** shall suspend all work, services and activities except such work, services, and activities expressly directed by **OCWUT** in the stop work order.

Upon notice to **SERVICES PROVIDER**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) days by **OCWUT**, without cause and without cost to **OCWUT**; provided however, **SERVICES PROVIDER** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only. The **General Manager**, or designee is hereby authorized to issue stop work orders on behalf of **OCWUT**.

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

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

**7. Warranties**

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

(b) During the term of this **Agreement**, **OCWUT'S** initial remedy for any breach of the above warranty shall be to permit **SERVICES PROVIDER** one additional opportunity to perform the services, or provide the products, solutions and deliverables without additional cost to **OCWUT**. If **SERVICES PROVIDER** cannot perform the services, or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the

original performance date, **OCWUT** shall be entitled to recover, should **OCWUT** so determine to be in their best interest, any fees paid to **SERVICES PROVIDER** for previous payments, including, but not limited to, services, products, solutions, and deliverables and **SERVICES PROVIDER** shall make reimbursement or repayment within thirty (30) days of a demand by **OCWUT**. Should **SERVICES PROVIDER** fail to reimburse **OCWUT** within thirty (30) days of demand, **OCWUT** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

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

## **8. Indemnification**

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

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

## **9. Confidentiality**

**SERVICES PROVIDER** acknowledges that in the course of training and providing other support services to **OCWUT**, **OCWUT** may provide **SERVICES**

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

**10. Miscellaneous.**

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

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

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

(d) **Venue and Applicable Law.** **Clients** and **SERVICES PROVIDER** hereby agree that any dispute, legal proceeding or action which may arise between or among them arising out of or in connection with this **Agreement** shall be adjudicated

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

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

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

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

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

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

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

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

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

**To SERVICES PROVIDER:**

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

\_\_\_\_\_

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

Email: \_\_\_\_\_

**To OCWUT:**

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

**To THE CITY:**

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

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

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

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

**11. OCWUT'S RESPONSIBILITIES.**

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

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

**12. Insurance.**

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

(b) **SERVICES PROVIDER** shall be responsible for providing **THE CITY AND OCWUT** actual notice of any change, reduction, suspension, lapse or cancellation



of any insurance provided under this **Agreement** at least thirty (30) days prior to such change, reduction, suspension, lapse or cancellation.

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

- (a) any loss or damages, including direct, indirect, and consequential; and
- (b) any cost or expense, including attorney fees, court costs and administrative expenses; and
- (c) any other loss, damage cost or expense which would have been covered or assumed by the insurer had the changed, reduced, suspended, terminated, or lapsed policy been in effect without limitation as to the policy amount.

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

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

WITNESS the hands of the parties hereto:

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

**TO BE COMPLETED BY THE PROPOSER:**

Signature of Individual

Title

Date

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

Printed Name of Individual

Company Name and Address [Please Print]

Zip Code

Telephone Number

**TO BE COMPLETED BY THE NOTARY:**

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

)

SS.

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

)

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

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

by \_\_\_\_\_

[Printed name of individual who signed above.]

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

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

Location	Address	Type of Inspection
Draper Water Treatment Plant	13700 S. Douglas Blvd., Oklahoma City 73165	Elevated Storage Tank
Draper Water Treatment Plant	13700 S. Douglas Blvd., Oklahoma City 73165	Elevated Storage Tank
Draper Water Treatment Plant	13700 S. Douglas Blvd., Oklahoma City 73165	Elevated Storage Tank
Draper Water Treatment Plant	13700 S. Douglas Blvd., Oklahoma City 73165	Elevated Storage Tank
Draper Water Treatment Plant	13700 S. Douglas Blvd., Oklahoma City 73165	Structure
Draper Water Treatment Plant	13700 S. Douglas Blvd., Oklahoma City 73165	Structure
Draper Water Treatment Plant	13700 S. Douglas Blvd., Oklahoma City 73165	Equipment
Draper Water Treatment Plant	13700 S. Douglas Blvd., Oklahoma City 73165	Structure
Hefner Water Treatment Plant	3827 W. Hefner Rd., Oklahoma City 73120	Elevated Storage Tank
Hefner Water Treatment Plant	3827 W. Hefner Rd., Oklahoma City 73120	Elevated Storage Tank
Hefner Water Treatment Plant	3827 W. Hefner Rd., Oklahoma City 73120	Structure
Morgan Road Tank 1	9700 N. Morgan Rd., Yukon, OK 73099	Ground Storage Tank
Morgan Road Tank 1	9700 N. Morgan Rd., Yukon, OK 73099	Ground Storage Tank
Morgan Road Tank 2	9700 N. Morgan Rd., Yukon, OK 73099	Elevated Storage Tank
Morgan Road Tank 2	9700 N. Morgan Rd., Yukon, OK 73099	Elevated Storage Tank
Reno Tank (Booster #14 Tank)	13600 W. Reno Ave., Yukon, OK 73099	Elevated Storage Tank
Reno Tank (Booster #14 Tank)	13600 W. Reno Ave., Yukon, OK 73099	Elevated Storage Tank
Reno Tank (Booster #14 Tank)	13600 W. Reno Ave., Yukon, OK 73099	Elevated Storage Tank
Overholser Dam Gate House	1680 E. Overholser Dr., Oklahoma City 73127	Structure
Fleet Shop	621 N. Pennsylvania Ave., Oklahoma City 73107	Structure
Line Maintenance	621 N. Pennsylvania Ave., Oklahoma City 73107	Structure
Booster Station #19	6826 S. Air Depot Blvd., Oklahoma City 73135	Ground Storage Tank
Booster Station #20	8314 S. County Line Rd., Oklahoma City 73169	Ground Storage Tank
Sara Road Tank	624 N. Sara Rd., Yukon, OK 73099	Elevated Storage Tank
Wiley Post Airport (Booster #12 Tank)	7207 NW 63rd St., Bethany, OK 73008	Ground Storage Tank
Wiley Post Airport (Booster #12 Tank)	7207 NW 63rd St., Bethany, OK 73008	Ground Storage Tank

FAA Tank	6426 S. Eddie Ave., Oklahoma City 73169	Elevated Storage Tank
FAA Tank	6426 S. Eddie Ave., Oklahoma City 73169	Elevated Storage Tank
FAA Tank	6426 S. Eddie Ave., Oklahoma City 73169	Elevated Storage Tank
MacArthur Tank	5902 NW 28th St., Oklahoma City 73127	Elevated Storage Tank
MacArthur Tank	5902 NW 28th St., Oklahoma City 73127	Elevated Storage Tank
MacArthur Tank	5902 NW 28th St., Oklahoma City 73127	Elevated Storage Tank
Tinker Air Force Base	10401 W. Stanley Draper Dr., Oklahoma City 73165	Elevated Storage Tank (149 feet)
Tinker Air Force Base	10401 W. Stanley Draper Dr., Oklahoma City 73165	Elevated Storage Tank (149 feet)
Tinker Air Force Base	10401 W. Stanley Draper Dr., Oklahoma City 73165	Elevated Storage Tank (149 feet)
Tinker Air Force Base	10401 W. Stanley Draper Dr., Oklahoma City 73165	Elevated Storage Tank (149 feet)
Tinker Air Force Base	10401 W. Stanley Draper Dr., Oklahoma City 73165	Elevated Storage Tank (149 feet)
Deer Creek Wastewater Plant	20601 N. Portland, Edmond, OK 73012	Elevated tank
Deer Creek Wastewater Plant	20601 N. Portland, Edmond, OK 73012	Structures
Deer Creek Wastewater Plant	20601 N. Portland, Edmond, OK 73012	Below grade vaults
Chisholm Creek Wastewater Plant	22000 N. Western Ave., Edmond, OK 73012	Elevated tank
Chisholm Creek Wastewater Plant	22000 N. Western Ave., Edmond, OK 73012	Structures
Chisholm Creek Wastewater Plant	22000 N. Western Ave., Edmond, OK 73012	Below grade vaults
North Canadian Wastewater Plant	12800 N. Anderson Rd., Jones, OK 73049	Elevated tank
North Canadian Wastewater Plant	12800 N. Anderson Rd., Jones, OK 73049	Structures
North Canadian Wastewater Plant	12800 N. Anderson Rd., Jones, OK 73049	Below grade vaults
South Canadian Wastewater Plant	15924 S. May Ave., Oklahoma City, OK 73170	Elevated tank
South Canadian Wastewater Plant	15924 S. May Ave., Oklahoma City, OK 73170	Structures
South Canadian Wastewater Plant	15924 S. May Ave., Oklahoma City, OK 73170	Below grade vaults
Witcher Wastewater Pump Station	5520 N.E. 108th, Oklahoma City, OK 73131	Structures
Witcher Wastewater Pump Station	5520 N.E. 108th, Oklahoma City, OK 73131	Below grade vaults
Macomb Pump Station	24590 Fish Market Rd., Tecumseh, OK 74873	Ground Storage Tank
Macomb Pump Station	24591 Fish Market Rd., Tecumseh, OK 74873	Radio Tower

Konawa Pump Station	39706 Crossland Rd., Konawa, OK 74873	Ground Storage Tank
Konawa Pump Station	39707 Crossland Rd., Konawa, OK 74873	Radio Tower
Ada Pump Station	14731 Country Rd. 3605, Ada, OK 74820	Ground Storage Tank
Ada Pump Station	14732 Country Rd. 3605, Ada, OK 74820	Radio Tower
Stonewall Pump Station	Rt. 1, Box 79, Tupelo, OK 74572	Ground Storage Tank
Stonewall Pump Station	Rt. 1, Box 79, Tupelo, OK 74573	Radio Tower
Coalgate Pump Station	3524 W. Highway 31, Coalgate, OK 74538	Ground Storage Tank
Coalgate Pump Station	3525 W. Highway 31, Coalgate, OK 74538	Radio Tower
McGee Creek Regulating Tank	2090 S. Buffalo Creek Rd., Atoka, OK 74525	Ground Storage Tank (24 feet)
McGee Creek Regulating Tank	2090 S. Buffalo Creek Rd., Atoka, OK 74525	Radio Tower (140 feet)
McGee Creek Regulating Tank	2090 S. Buffalo Creek Rd., Atoka, OK 74525	Vaults x 3 (range from 10 to 20 feet each)
McGee Creek Office	5335 S. Farris Rd., Atoka, OK 74525	Radio Tower x 2 (50 feet and 90 feet)
McGee Creek Dam	5388 McGee Creek Lake Rd., Atoka, OK 74525	Vaults x 4 (range from 5 to 15 feet each)
McGee Creek Dam Right of Way	5388 McGee Creek Lake Rd., Atoka, OK 74525	Shaft 20 feet x 5 sections (120 feet total)
McGee Creek	Near the South end of Atoka Lake	Vaults x 3 (range from 10 to 15 feet each)

Specific Area to Inspect	Observations	Pass/Fail	Explanation
Backwash West Lower LSS			
Backwash West Upper LSS			
Backwash East Lower LSS			
Backwash East Upper LSS			
Sedimentation Tank Davit Bases			
Sludge Blowoff Pit Davit Bases			
Portable Counterweighted Davit			
Clearwells - new lifeline systems			
Surge Tank Lower LSS			
Surge Tank Upper LSS			
North Low Lift Pump Station LSS			
Storage Tank LSS			
Storage Tank Bell Ringer			
Tower Lower LSS			
Tower Upper LSS			
Lower LSS			
Upper LSS			
Catwalk HLL			
Davit Bases			
fleet shop pits			
Loading dock - South Dock			
Bell Ringer			
County Line Tank			
Sara Road Tank			
Storage Tank LSS			
Storage Tank Bell Ringer			

Upper LSS			
Davit Base			
Single Point Anchors			
Lower Interior LSS			
Upper Interior LSS			
Exterior LSS			
Tower #1 LSS			
Tower #2 LSS			
Tower #3 LSS			
Tower #4 LSS			
Tower #5 LSS			
LSS			
LSS			
LSS			
LSS			
LSS			
Storage Tank LSS			
Exterior LSS			

Storage Tank LSS			
Exterior LSS			
Storage Tank LSS			
Exterior LSS			
Storage Tank LSS			
Exterior LSS			
Storage Tank LSS			
Exterior LSS			
Storage Tank LSS			
Tower LSS			
Tower LSS			
Ladders with landings x 5			



## SECTION I

## Contract Clauses

In the event of any inconsistencies between non-mandatory FAR and DFARS clauses incorporated by reference herein or elsewhere and any clauses set forth in full text in this Contract, the full text clauses shall control.

### I.1 FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<https://www.ecfr.gov/>

(End of Clause)

### I.2 FAR Clauses

The following FAR clauses are incorporated by reference:

FAR Paragraph	Clause Title	IAW	Date
52.202-1	Definitions	FAR 2.201	Jun 2020
52.203-3	Gratuities	FAR 3.202	Apr 1984
52.203-5	Covenant Against Contingent Fees	FAR 3.404	May 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	FAR 3.503-2	Jun 2020
52.203-7	Anti-Kickback Procedures	FAR 3.502-3	Jun 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	FAR 3.104-9(a)	May 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	FAR 3.104-9(b)	May 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	FAR 3.808(b)	Jun 2020
52.203-13	Contractor Code of Business Ethics and Conduct	FAR 3.1004(a)	Jun 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights	FAR 3.908-9	Jun 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	FAR 3.909-3(b)	Jan 2017
52.204-4	Printed or Copied Double-sided on Postconsumer Fiber Content Paper	FAR 4.303	May 2011
52.204-9	Personal Identity Verification of Contractor Personnel	FAR 4.1303	Jan 2011

FAR Paragraph	Clause Title	IAW	Date
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	FAR 4.1403(a)	Jun 2020
52.204-13	System for Award Management Maintenance	FAR 4.1105(b)	Oct 2018
52.204-19	Incorporation by Reference of Representations and Certifications	FAR 4.1202(b)	Dec 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	FAR 4.2004	Jul 2018
52.207-3	Right of First Refusal of Employment	FAR 7.305(c)	May 2006
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	FAR 9.409	Jun 2020
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	FAR 9.104-7(c)	Oct 2018
52.215-2	Audit and Records – Negotiation	FAR 15.209(b)	Jun 2020
52.215-8	Order of Precedence – Uniform Contract Format See Section C.1 of contract	FAR 15.209(h)	Oct 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data—Modifications	FAR 15.408(c)	Jun 2020
52.215-13	Subcontractor Certified Cost or Pricing Data— Modifications <i>DEVIATION 2018-00015</i>	FAR 15.408(e)	Jun 2020 May 2018
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications	FAR 15.408(m)	Jun 2020
52.219-8	Utilization of Small Business Concerns	FAR 19.708(a)	Oct 2018
52.219-9	Small Business Subcontracting Plan  <i>Alternate II</i>	FAR 19.708(b)	Jun 2020 Alt II Nov 2016
52.219-16	Liquidated Damages—Subcontracting Plan	FAR 19.708(b)(2)	Jan 1999
52.219-28	Post-Award Small Business Program Representation	FAR 19.309(c)	May 2020
52.222-1	Notice to the Government of Labor Disputes	FAR 22.103-5(a)	Feb 1997
52.222-3	Convict Labor	FAR 22.202	Jun 2003
52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation	FAR 22.305	Mar 2018
52.222-21	Prohibition of Segregated Facilities	FAR 22.810(a)(1)	Apr 2015
52.222-26	Equal Opportunity	FAR 22.810(e)	Sep 2016

FAR Paragraph	Clause Title	IAW	Date
52.222-37	Employment Reports on Veterans	FAR 22.1310(b)	Jun 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	FAR 22.1605	Dec 2010
52.222-50	Combating Trafficking in Persons	FAR 22.1705(a)(1)	Jan 2019
52.222-54	Employment Eligibility Verification	FAR 22.1803	Oct 2015
52.223-3	Hazardous Material Identification and Material Safety Data	FAR 23.303	Jan 1997
52.223-5	Pollution Prevention and Right-to-Know Information <i>Alternate I</i>	FAR 23.1005(b)	May 2011 Alt I May 2011
52.223-6	Drug-Free Workplace	FAR 23.505	May 2001
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners	FAR 23.804(a)(2)	Jun 2016
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	FAR 23.1105	Jun 2020
52.225-13	Restrictions on Certain Foreign Purchases	FAR 25.1103(a)	Jun 2008
52.227-1	Authorization and Consent	FAR 27.201-2(a)(1)	Jun 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	FAR 27.201-2(b)	Jun 2020
52.228-5	Insurance-Work on a Government Installation	FAR 28.310	Jan 1997
52.232-1	Payments	FAR 32.111(a)(1)	Apr 1984
52.232-8	Discounts for Prompt Payment	FAR 32.111(b)(1)	Feb 2002
52.232-11	Extras	FAR 32.111(c)(2)	Apr 1984
52.232-17	Interest	FAR 32.611(a) and (b)	May 2014
52.232-18	Availability of Funds	FAR 32.706-1(a)	Apr 1984
52.232-23	Assignment of Claims <i>Alternate I</i>	FAR 32.806(a)(1)	May 2014 Alt I Apr 1984
52.232-25	Prompt Payment	FAR 32.908(c)	Jan 2017
52.232-33	Payment by Electronic Funds Transfer - System for Award Management	FAR 32.1110(a)(1)	Oct 2018
52.232-39	Unenforceability of Unauthorized Obligations	FAR 32.706-3	Jun 2013

FAR Paragraph	Clause Title	IAW	Date
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	FAR 32.009-2	Dec 2013
52.233-1	Disputes <i>Alternate I</i>	FAR 33.215	May 2014 Alt I Dec 1991
52.233-3	Protest after Award	FAR 33.106(b)	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim	FAR 32.215(b)	Oct 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	FAR 37.110(b)	Apr 1984
52.237-3	Continuity of Services	FAR 37.110(c)	Jan 1991
52.242-13	Bankruptcy	FAR 42.903	Jul 1995
52.243-1	Changes – Fixed-Price <i>Alternate I</i>	FAR 43.205(a)(1)(2)	Aug 1987 Alt I Apr 1984
52.244-6	Subcontracts for Commercial Items	FAR 44.403	Jun 2020
52.246-25	Limitation of Liability – Services	FAR 46.805(a)(4)	Feb 1997
52.248-1	Value Engineering	FAR 48.201	Jun 2020
52.249-2	Termination for Convenience of the Government (Fixed-Price)	FAR 49.502(b)(1)(i)	Apr 2012
52.249-8	Default (Fixed-Price Supply and Service)	FAR 49.504(a)(1)	Apr 1984
52.252-6	Authorized Deviations in Clauses	FAR 52.107(f)	Apr 1984
52.253-1	Computer Generated Forms	FAR 53.111	Jan 1991

## I.2.1 Disputes

The requirements of the Disputes clause at FAR 52.233-1 are supplemented to provide that in regard to the interpretation of retail rates, rate schedules and items directly related to rates and rate schedules provided under this contract, the parties agree to accept as authoritative the interpretation of any statewide public utility regulatory authority with jurisdiction over the contractor. The Government shall not be bound to accept as authoritative interpretations that conflict with Federal law or regulation or that are found by any administrative or judicial forum to: 1) result in discrimination against the Installation; 2) have resulted from abuse of discretion; or 3) have directly or indirectly resulted from any failure on the part of the regulatory authority or its members to comply with applicable laws and regulations.

## I.3 DFARS Clauses Incorporated by Reference

The use in this contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

The following DFARS clauses are incorporated by reference:

DFARS Paragraph	Clause Title	IAW	Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	DFARS 203.171-4(a)	Sep 2011
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DFARS 203.570-3	Dec 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DFARS 203.970	Sep 2013
252.203-7003	Agency Office of the Inspector General	DFARS 203.1004(a)	Aug 2019
252.203-7004	Display of Hotline Posters	DFARS 203.1004(b)(2)(ii)	Aug 2019
252.204-7000	Disclosure of Information	DFARS 204.404-70(a)	Oct 2016
252.204-7003	Control of Government Personnel Work Product	DFARS 204.404-70(b)	Apr 1992
252.204-7004	Level I Antiterrorism Awareness Training for Contractors	DFARS 204.7203	Feb 2019
252.205-7000	Provision of Information to Cooperative Agreement Holders	DFARS 205.470	Dec 1991
252.209-7004	Subcontracting with Firms that Are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism	DFARS 209.409	May 2019
252.219-7003	Small Business Subcontracting Plan (DoD Contracts)—Basic	DFARS 219.708(b)(1)(A) and (b)(1)(A)(1)	Dec 2019
252.223-7001	Hazard Warning Labels	DFARS 223.303	Dec 1991
252.223-7004	Drug-Free Work Force	DFARS 223.570-2	Sep 1988
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials--Basic	DFARS 223.7106 and 223.7106(a)	Sep 2014
252.223-7008	Prohibition of Hexavalent Chromium	DFARS 223.7306	Jun 2013
252.225-7012	Preference for Certain Domestic Commodities	DFARS 225.7002-3(a)	Dec 2017
252.225-7048	Export Controlled Items	DFARS 225.7901-4	Jun 2013
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	DFARS 226.104	Apr 2019
252.231-7000	Supplemental Cost Principles	DFARS 231.100-70	Dec 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DFARS 232.7004(a)	Dec 2018
252.232-7010	Levies on Contract Payments	DFARS 232.7102	Dec 2006

DFARS Paragraph	Clause Title	IAW	Date
252.235-7003	Frequency Authorization – Basic	DFARS 235.072(b)(1)	Mar 2014
252.236-7005	Airfield Safety Precautions	DFARS 236.570(b)(3)	Dec 1991
252.243-7001	Pricing of Contract Modifications	DFARS 243.205-70	Dec 1991
252.243-7002	Requests for Equitable Adjustment	DFARS 243.205-71	Dec 2012
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD Contracts)	DFARS 244.403	Jun 2013
252.247-7023	Transportation of Supplies by Sea—Basic	DFARS 247.574(b)(1)	Feb 2019

## I.4 Utility Services Clauses Incorporated by Reference

The following Utility Services FAR and DFARS clauses are incorporated herein by reference.

Paragraph	Clause Title	IAW	Date
52.241-4	Change in Class of Service (Applicable to Tariff Priced Contracts Only)	FAR 41.501(c)(3)	Feb 1995
52.241-5	Contractor's Facilities	FAR 41.501(c)(4)	Feb 1995
52.241-11	Multiple Service Locations	FAR 41.501(d)(5)	Feb 1995
252.241-7001	Government Access	DFARS 241.501-70(b)	Dec 1991

## I.5 Clauses Incorporated by Reference: Construction Wage Rates Requirements

The following FAR clauses are incorporated by reference and apply to Initial System Deficiency Corrections, subsequent System Deficiency Corrections, and new connections that involve construction, alteration, or repair (including painting or decorating).

Paragraph	Clause Title	IAW	Date
52.222-6	Construction Wage Rate Requirements	FAR 22.407(a)	Aug 2018
52.222-7	Withholding of Funds	FAR 22.407(a)	May 2014
52.222-8	Payrolls and Basic Records	FAR 22.407(a)	Aug 2018
52.222-9	Apprentices and Trainees	FAR 22.407(a)	Jul 2005
52.222-10	Compliance with Copeland Act Requirements	FAR 22.407(a)	Feb 1988
52.222-11	Subcontracts (Labor Standards)	FAR 22.407(a)	May 2014
52.222-12	Contract Termination – Debarment	FAR 22.407(a)	May 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	FAR 22.407(a)	May 2014
52.222-14	Disputes Concerning Labor Standards	FAR 22.407(a)	Feb 1988
52.222-15	Certification of Eligibility	FAR 22.407(a)	May 2014

## I.6 Other Clauses and Contract Texts

### FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)

(a) *Definitions.* As used in this clause--

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

- (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:
- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
  - (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
  - (iii) Verify and control/limit connections to and use of external information systems.
  - (iv) Control information posted or processed on publicly accessible information systems.
  - (v) Identify information system users, processes acting on behalf of users, or devices.
  - (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
  - (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
  - (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
  - (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
  - (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
  - (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
  - (xii) Identify, report, and correct information and information system flaws in a timely manner.
  - (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
  - (xiv) Update malicious code protection mechanisms when new releases are available.
  - (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.



(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

## **FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)**

(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817). Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an

exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts

it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

### **FAR 52.222-35: Equal Opportunity for Veterans (Jun 2020)**

(a) *Definitions.* As used in this clause--

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

### **FAR 52.222-36: Equal Opportunity for Workers with Disabilities (Jun 2020)**

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

### **FAR 52.241-2: Order of Precedence—Utilities (FEB 1995)**

In the event of any inconsistency between the terms of this contract (including the specifications) and any rate schedule, rider, or exhibit incorporated in this contract by reference or otherwise, or any of the Contractor's rules and regulations, Section C.1, Precedence, of this contract shall control.

(End of clause)

### **FAR 52.241-3: Scope and Duration of Contract (FEB 1995)**

(a) For the period identified in F.2, Commencement of Service, the Contractor agrees to furnish and the Government agrees to purchase the utility services as set forth in the contract.

(b) It is expressly understood that neither the Contractor nor the Government is under any obligation to continue any service under the terms and conditions of this contract beyond the expiration date.

(End of clause)

### **FAR 52.241-6: Service Provisions (FEB 1995)**

(a) Measurement of service.

(1) If required under the terms of the contract, the Contractor shall provide suitable metering equipment of standard manufacture, to be furnished, installed, maintained, repaired, calibrated, and read by the Contractor at its expense.

(2) When applicable, the Contractor shall read all meters at periodic intervals of approximately 30 days unless otherwise identified in this contract.

(b) Meter test.

(1) The Contractor, at its expense, shall periodically inspect and test Contractor-installed meters, if any, at intervals identified in this contract. The Government has the right to have representation during the inspection and test.

(2) At the written request of the Contracting Officer, the Contractor shall make additional tests of any or all such meters in the presence of Government representatives. The cost of such additional tests may be grounds for a request for equitable adjustment.

(c) Change in volume or character. Reasonable notice shall be given by the Contracting Officer to the Contractor regarding any material changes anticipated in the volume or characteristics of the utility service required at each location.

(d) Continuity of service and consumption. The Contractor shall use reasonable diligence to provide a regular and uninterrupted supply of service at each service location, and, unless otherwise stated in this contract, shall not be liable for damages, breach of contract or otherwise, to the Government for failure, suspension, diminution, or other variations of service occasioned by or in consequence of any cause beyond the control of the Contractor, including but not limited to acts of God or of the public enemy, fires, floods,

earthquakes, or other catastrophe, strikes, or failure or breakdown of transmission or other facilities.

(End of clause)

### **FAR 52.241-7: Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995)**

(a) This clause applies to the extent services furnished under this contract are subject to regulation by a regulatory body. The Contractor agrees to give the Contracting Officer written notice of

(1) the filing of an application for change in rates or terms and conditions of service concurrently with the filing of the application and

(2) any changes pending with the regulatory body as of the date of contract award. Such notice shall fully describe the proposed change. If, during the term of this contract, the regulatory body having jurisdiction approves any changes, the Contractor shall forward to the Contracting Officer a copy of such changes within 15 days after the effective date thereof. The Contractor agrees to continue furnishing service under this contract in accordance with the amended tariff, and the Government agrees to pay for such service at the higher or lower rates as of the date when such rates are made effective.

(b) The Contractor agrees that throughout the life of this contract the applicable published and unpublished rate schedule(s) shall not be in excess of the lowest cost published and unpublished rate schedule(s) available to any other customers of the same class under similar conditions of use and service.

(c) In the event that the regulatory body promulgates any regulation concerning matters other than rates which affects this contract, the Contractor shall immediately provide a copy to the Contracting Officer. The Government shall not be bound to accept any new regulation inconsistent with Federal laws or regulations.

(d) Any changes to rates or terms and conditions of service, if in accordance with the terms of this contract, will become effective upon the issuance of a contract modification (unless otherwise specified in the contract). The effective date of the change shall be the effective date by the regulatory body. Any factors not governed by the regulatory body will have an effective date as agreed to by the parties.

(End of Clause)

### **FAR 52.243-7: Notification of Changes (Jan 2017)**

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including --
  - (i) What line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 60 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
- (e) Equitable adjustments.
- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made --
- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.
- (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of Clause)

## **DFARS 252.204-7012: Safeguarding Covered Defense Information and Cyber Incident Reporting (Dec 2019)**

(a) *Definitions.* As used in this clause—

*Adequate security* means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

*Compromise* means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.



*Contractor attributional/proprietary information* means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

*Controlled technical information* means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

*Covered contractor information system* means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

*Covered defense information* means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

- (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

*Cyber incident* means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

*Forensic analysis* means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

*Information system* means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

*Malicious software* means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

*Media* means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

*Operationally critical support* means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

*Rapidly report* means within 72 hours of discovery of any cyber incident.

*Technical information* means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data—Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security*. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

- (1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:
  - (i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.
  - (ii) Any other such IT service or system (*i.e.*, other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.
- (2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:
  - (i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.
  - (ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at [osd.dibcsia@mail.mil](mailto:osd.dibcsia@mail.mil), within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.
  - (B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative

of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

*(c) Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <https://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-

approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <https://public.cyber.mil/eca/>.

(d) *Malicious software.* When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to—

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

## **DFARS 252.232-7007: Limitation of Government's Obligation (APR 2014)**

(a) Contract line item(s) 0001 through 0050 are incrementally funded. For these item(s), the sum of \$ 0.00 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled “Termination for Convenience of the Government.”

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

The parties contemplate that the Government will allot funds to this contract in accordance with B.3 Schedule.

(End of clause)

## **I-0001 I.128.01 FEDERAL, STATE, AND LOCAL TAXES (DLA Energy NOV 2011) (DEVIATION)**

(a) As used in this contract provision—

(1) **After-imposed tax** means any new or increased Federal, State, or local tax that the Contractor is required to pay or bear the burden of as the result of legislative, judicial, or administrative action taking effect after the contract date.

(2) **After-relieved tax** means any amount of Federal, State, or local tax that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear the burden of, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(3) **All applicable Federal and State taxes** means all excise taxes that the taxing authority is imposing and collecting on the transactions or property covered by this contract pursuant to written ruling or regulation in effect on the contract date.

(4) **Contract date** means the date set for bid opening or, if this is a negotiated contract or a modification, the date set for final revised prices.

(5) **Local taxes** means taxes levied by the political subdivisions of the States, District of Columbia, or outlying areas of the United States, e.g., cities and counties.

(6) **Outlying areas** means—

(i) **Commonwealths.** Puerto Rico and the Northern Mariana Islands;

(ii) **Territories.** American Samoa, Guam, and the U.S. Virgin Islands;  
and

(iii) Minor outlying islands. Baker Island; Howland Island, Jarvis Island; Johnston Atoll; Kingman Reef; Midway Islands; Navassa Island; Palmyra Atoll; and Wake Atoll.

(7) **State taxes** means taxes levied by the States, the District of Columbia, or outlying areas of the United States.

(8) **Tax** means taxes, duties and environmental or inspection fees, except social security or other employment taxes.

- (b) The contract price includes all applicable Federal, State, and local taxes, except as otherwise provided.
- (c) The contract price shall be increased by the amount of any after-imposed tax if the Contractor states in writing that the contract price does not include any contingency for such tax.
- (d) The contract price shall be decreased by the amount of any after-relieved tax.
- (e) The contract price shall also be decreased by the amount of any tax that the Contractor is required to pay or bear the burden of, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
- (f) The Contractor shall promptly notify the Contracting Officer of all matters relating to any tax that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.
- (g) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

(End of Section)





N. 192nd St

N. 178th St

N. 164th St

N. 150th St

Memorial Rd

N. 122nd St

Hefner Rd

Britton Rd

Wilshire Blvd

N. 63rd St

N. 50th St

N. 36th St

N. 23rd St

N. 10th St

Reno Ave

S. 15th St

S. 29th St

S. 44th St

S. 59th St

S. 74th St

S. 89th St

S. 104th St

S. 119th St

S. 134th St

S. 149th St

S. 164th St

S. 179th St

Gregory Rd

Cimarron Rd

Richland Rd

Frisco Rd

Cemetery Rd

Czech Hall Rd/  
Piedmont Rd

Mustang Rd

Sara Rd

Morgan Rd

County Line Rd

Council Rd

Rockwell Ave

MacArthur Blvd

Meridian Ave

Portland Ave

May Ave

Pennsylvania Ave

Western Ave

Santa Fe Ave

High Ave/  
Kelley Ave

Eastern Ave/  
M. L. King Ave

Bryant Ave

Sunnylane Rd/  
Coltrane Rd

Sooner Rd

Air Depot Blvd

Midwest Blvd

Douglas Blvd

Post Rd

Westminster Rd

Anderson Rd

Hiwassee Rd

Henney Rd

Choctaw Rd

Indian Meridian

Triple X Rd

Peebly Rd

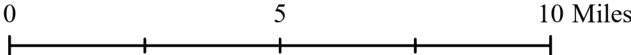
Luther Rd

Dobbs Rd

Harrah Rd

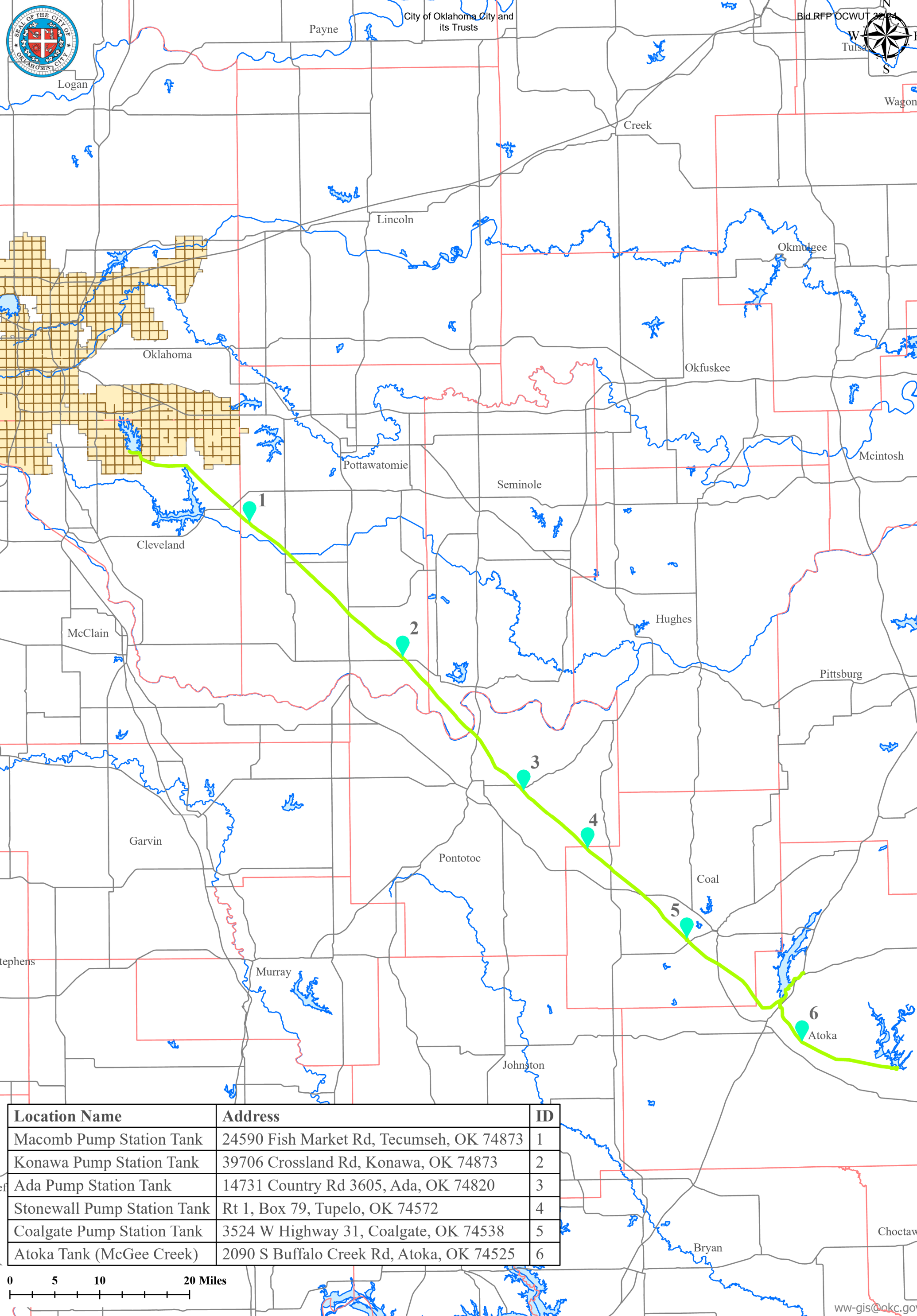
Pottawatomie Rd

Fishmarket Rd



City of Oklahoma City and  
its Trusts

ID	Location Name	Address
1	Draper Water Treatment Plant	13700 S. Douglas Blvd., Oklahoma City 73165
2	Hefner Water Treatment Plant	3827 W. Hefner Rd., Oklahoma City 73120
3	Morgan Road Tanks	9700 N. Morgan Rd., Yukon, OK 73099
4	Reno (Booster #14 Tank)	13600 W. Reno Ave., Yukon, OK 73099
5	Overholser Dam Gate House	1680 E. Overholser Dr., Oklahoma City 73127
6	Fleet Shop pits/Line Maintenance South Dock	621 N. Pennsylvania, Oklahoma City 73107
7	Booster Station #19 Tank	6826 S. Air Depot Blvd., Oklahoma City 73135
8	Booster Station #20 Tank	8314 S. County Line Rd., Oklahoma City 73169
9	Sara Road Tank	624 N. Sara Rd., Yukon, OK 73099
10	Wiley Post Airport (Booster Station #12 Tank)	7207 NW 63rd, Bethany, OK 73008
11	Federal Aviation Administration (FAA) Tank	6426 S. Eddie Ave., Oklahoma City 73169
12	N. MacArthur Tank	5902 NW 28th, Oklahoma City 73127
13	Tinker Air Force Base Tanks	10401 W Stanley Draper Dr., Oklahoma City 73165
14	Deer Creek Wastewater Plant	20601 N. Portland, Edmond, OK 73012
15	Chisholm Creek Wastewater Plant	22000 N. Western Ave., Edmond, OK 73012
16	North Canadian Wastewater Plant	12800 N. Anderson Rd., Jones, OK 73049
17	South Canadian Wastewater Plant	15924 S. May Ave., Oklahoma City 73170
18	Witcher Wastewater Pump Station	5520 NE 108th, Oklahoma City 73131



# Atoka Pipeline Fall Protection Locations

Atoka Pipeline

Highways

Section Line Roads

Counties

Oklahoma City

Rivers

Lakes

Tanks

**RFP OCWUT 32-24**

**Fall Protection Systems Inspections, Repair & Services**

**Proposal Form A**

**Provide organizational history, narrative description/technical approach to performing the Scope of  
Services and Proposed Schedule**

**(attach documents behind this cover sheet)**

**RFP OCWUT 32-24****Fall Protection Systems Inspections, Repair & Services****PROPOSAL FORM B - REFERENCES****Reference No. 1**

<b>Name of Municipality or Organization:</b>			
Physical Address (include City, State and Zip Code)			
Contact Person and Title			
Contact Phone Number			
Contact E-mail address			
How long has this reference been your customer?			
How many projects for this reference? Approximate length of each project?			
Describe the type of services provided for this reference.			
Do you have a service agreement with this customer? Please describe.			
Approximate dollar volume of services annually?	<input type="checkbox"/> Less than \$50,000 per year <input type="checkbox"/> \$50,000 \$100,000 per year <input type="checkbox"/> Greater than \$100,000 per year		

**RFP OCWUT 32-24****Fall Protection Systems Inspections, Repair & Services****PROPOSAL FORM B - REFERENCES****Reference No. 2**

<b>Name of Municipality or Organization:</b>			
Physical Address (include City, State and Zip Code)			
Contact Person and Title			
Contact Phone Number			
Contact E-mail address			
How long has this reference been your customer?			
How many projects for this reference? Approximate length of each project?			
Describe the type of services provided for this reference.			
Do you have a service agreement with this customer? Please describe.			
Approximate dollar volume of services annually?	<input type="checkbox"/> Less than \$50,000 per year <input type="checkbox"/> \$50,000 \$100,000 per year <input type="checkbox"/> Greater than \$100,000 per year		

**RFP OCWUT 32-24****Fall Protection Systems Inspections, Repair & Services****PROPOSAL FORM B - REFERENCES****Reference No. 3**

<b>Name of Municipality or Organization:</b>			
Physical Address (include City, State and Zip Code)			
Contact Person and Title			

Contact Phone Number	<div></div>
Contact E-mail address	<div></div>
How long has this reference been your customer?	<div></div>
How many projects for this reference? Approximate length of each project?	<div></div>
Describe the type of services provided for this reference.	<div></div>
Do you have a service agreement with this customer? Please describe.	<div></div>
Approximate dollar volume of services annually?	<div><input type="checkbox"/> Less than \$50,000 per year <input type="checkbox"/> \$50,000 \$100,000 per year <input type="checkbox"/> Greater than \$100,000 per year</div>

**RFP OCWUT 32-24**  
**Fall Protection Systems Inspections, Repair & Services**

**Proposal Form C**  
**Contractor s Project Team**

Project Manager(s)	Office phone #	Cell phone #
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
Project Team Names	Title	Contact # (if applicable)
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**RFP OCWUT 32-24****Fall Protection Systems Inspections, Repair & Services****Proposal Form D- Schedule of Fees and Rate Card**

**FAILURE TO COMPLETE THE SPECIFICATION/EVALUATION REQUIREMENTS MAY  
RESULT IN A RECOMMENDATION TO REJECT BID.**

<b>Inspection Pricing</b>	
<b>Draper Water Treatment Plant</b> – elevated storage tank, davit bases, portable counterweighted davit, and clearwells with new lifeline systems.	\$ <input type="text"/>
<b>Hefner Water Treatment Plant</b> –elevated storage tank, low lift pump station LSS	\$ <input type="text"/>
<b>Morgan Road Tanks</b> – ground tank and elevated storage tank	\$ <input type="text"/>
<b>Reno</b> – elevated storage tank	\$ <input type="text"/>
<b>Overholser Dam Gate House</b> – davit bases	\$ <input type="text"/>
<b>Fleet Shop pits and Line Maintenance South loading dock</b>	\$ <input type="text"/>
<b>Booster Station #19</b> – ground storage tank	\$ <input type="text"/>
<b>Booster Station #20</b> – ground storage tank	\$ <input type="text"/>
<b>Sara Road Tank</b> – elevated storage tank	\$ <input type="text"/>
<b>Wiley Post Airport Booster #12</b> – ground storage tank	\$ <input type="text"/>
<b>Federal Aviation Administration</b> – elevated storage tank	\$ <input type="text"/>
<b>MacArthur Tank</b> – elevated storage tank	\$ <input type="text"/>
<b>Tinker Air Force Base</b> – 5 elevated storage tanks (each 149 feet tall) (5 ladder control systems)	\$ <input type="text"/>
<b>Deer Creek Wastewater Treatment Plant</b> – elevated storage tank, structures, below grade vaults	\$ <input type="text"/>
<b>Chisholm Creek Wastewater Treatment Plant</b> – elevated storage tank, structures, below grade vaults	\$ <input type="text"/>
<b>North Canadian Wastewater Treatment Plant</b> – elevated storage tank, structures, below grade vaults	\$ <input type="text"/>
<b>South Canadian Wastewater Treatment Plant</b> – elevated storage tank, structures, below grade vaults	\$ <input type="text"/>



<b>Witcher Wastewater Pump Station</b> – structures, below grade vaults	\$ <input type="text"/>
<b>Macomb Pump Station</b> – ground storage tank, radio tower	\$ <input type="text"/>
<b>Konawa Pump Station</b> – ground storage tank, radio tower	\$ <input type="text"/>
<b>Ada Pump Station</b> – ground storage tank, radio tower	\$ <input type="text"/>
<b>Stonewall Pump Station</b> – ground storage tank, radio tower	\$ <input type="text"/>
<b>Coalgate Pump Station</b> – ground storage tank, radio tower	\$ <input type="text"/>
<b>McGee Creek</b> – ground storage tank, 3 radio towers, 10 vaults, and 120 ft. shaft with 5 20-foot ladder systems with landings	\$ <input type="text"/>

### Hourly Rate for services outside of inspections

Role/Discipline	Hourly Rate
Project Manager (Engineer)	\$ <input type="text"/>
Field Specialist	\$ <input type="text"/>
Other (please indicate role/discipline) <input type="text"/>	\$ <input type="text"/>
Other (please indicate role/discipline) <input type="text"/>	\$ <input type="text"/>

### Repair & Replacement Parts

Cost +/- percent <input type="text"/>	<input type="text"/> %
Repair Labor: Per Hour	\$ <input type="text"/>
Travel to Oklahoma for repair services	\$ <input type="text"/> /per person

### Training Services

Training for Daily Inspections: Per Hour	\$ <input type="text"/>
Travel to Oklahoma for training services	\$ <input type="text"/> /per person

### Inspection Mobilization Costs

<b>Local Vendors:</b> Daily transportation to inspection locations at the IRS mileage reimbursement rate. One night lodging and meals for inspection team to travel to remote locations.	\$ <input type="text"/> Team costs for 5 workdays.
<b>State of Oklahoma Vendors located &gt;25 miles from OKC:</b> Round trip transportation (IRS mileage reimbursement rate), meals, and lodging for inspection team traveling to the OKC Metro Area and remote locations. Estimate expenses for 5 workdays for all inspections.	\$ <input type="text"/> Team costs for 5 workdays.
<b>Out of State Vendors:</b> Round trip transportation (airfare, rental vehicle, or IRS mileage reimbursement rate if less than 300 miles), meals, and lodging for inspection team traveling from outside the State of Oklahoma. Estimate expenses for 5 workdays for all inspections.	\$ <input type="text"/> Team costs for 5 workdays.
<b>Comments:</b>	<div></div>

## **RFP OCWUT 32-24**

### **Fall Protection Systems Inspections, Repair & Services**

#### **Proposal Form E - Supplier Contact Information**

##### **Company Information**

Company name:	<input type="text"/>
Company address:	<input type="text"/> <input type="text"/> <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 32-24**

**Fall Protection Systems Inspections, Repair & Services**

**Proposal Form F**

**Provide current Certificate of Insurance**

**(attach document behind this cover sheet)**

## Question and Answers for Bid #RFP OCWUT 32-24 - Fall Protection Systems Inspections, Repair & Services

### Overall Bid Questions

There are no questions associated with this bid.