

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter "Agreement") is entered into as of this 26th day of April, 2022, by and between **Gallup, Inc.** (hereinafter referred to as "**SERVICES PROVIDER**"), and The City of Oklahoma City and any of its public trusts participating in this Agreement, a public body organized under the laws of the State of Oklahoma (hereinafter referred to as "The City" or "**CONTRACTING ENTITY**").

WITNESSETH:

WHEREAS, on November 24, 2021, the City prepared a Request for Proposal ("RFP") seeking a Professional Services Agreement for Employee Engagement Survey for the City Manager's Office; and

WHEREAS, on December 29, 2021, the City received responses to its RFP; and

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

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

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

WHEREAS, the **CONTRACTING ENTITY** strives to obtain an employee engagement survey for the purpose of measuring employee engagement and experience. The intention is to gain an in-depth understanding of the existing culture and to provide support to leaders in creating action plans which will strengthen the culture, enhance recruitment and employee retention, and improve departmental and organizational performance; and

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

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

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

1. Professional Services Agreement

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

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

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

(c) If there is a conflict in language, terms, conditions, or provisions, in this Agreement between the text of this document, (Professional Services Agreement pages 1 through 14,) and any language, term, condition, or provision

in any Attachment, then the text of this document, (Service Agreement pages 1 through 14) shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

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

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

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

Attachment "D" ("Service Provider's 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 description, scope of services, deliverables and schedule of fees as each are defined in **Attachment "A"**,

SERVICES PROVIDER will be solely responsible to ensure the **SERVICES PROVIDER'S** Project Team fully understands the Project, the Scope of Services, the Deliverables, the schedule for performance, and the **CONTRACTING ENTITY'S** goals and purposes. **SERVICES PROVIDER** will be solely responsible to ensure the **SERVICES PROVIDER'S Project Team** is adequately trained, instructed, and managed so that **SERVICES PROVIDER** timely provides the Project and satisfies **SERVICES PROVIDER'S** obligations under this Agreement. **SERVICES PROVIDER** may not change the **SERVICES PROVIDER'S Project Team** as set forth on **Attachment "D" ("SERVICES PROVIDER'S Project Team and CONTRACTING ENTITY'S Resources")** without the prior written consent of the **CONTRACTING ENTITY'S Contract Administrator**. The **CONTRACTING ENTITY'S** Contract Administrator is the City Manager or designee, as stated in writing.

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

3. Compensation

(a) **CONTRACTING ENTITY** shall pay **SERVICES PROVIDER** the compensation after completion of services or products as specified in **Attachment "A"** ("**Project Description, Scope of Services, Deliverables and Schedule of Fees**"),

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

4. Independent Contractor Status

(a) The parties hereby acknowledge and covenant that:

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

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

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

(c) The **CONTRACTING ENTITY** will not withhold any social security tax, workmen's compensation, medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **SERVICES PROVIDER** as

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SERVICES PROVIDER is an independent contractor and the members of its **SERVICES PROVIDER'S Project Team** are not employees of the **CONTRACTING ENTITY**. Any such taxes, if due, are the responsibilities of **SERVICES PROVIDER** and will not be charged to the **CONTRACTING ENTITY**.

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

5. Termination and Stop Work.

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

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

(2) upon payment for products or services fully performed and accepted, **SERVICES PROVIDER** shall deliver to the **CONTRACTING ENTITY** all work, products, deliverables, documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Agreement, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **CONTRACTING ENTITY**, the **CONTRACTING ENTITY** shall pay **SERVICES PROVIDER** for completed services, up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the Agreement and as further limited by the "not to exceed" amounts set out in this Agreement and 20% of the remaining balance of fees associated with

contracted work yet to be performed. For example, if the contract is for a period of three years and Client terminates this agreement after Year 1, Client shall owe 20% of the remaining contract price for Years 2 and 3 in addition to any outstanding invoices for work completed prior to termination.

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

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

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

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

6. Obligation upon Termination for Convenience.

In the event this Agreement is terminated for convenience hereunder, the **CONTRACTING ENTITY** shall pay **SERVICES PROVIDER** for such properly documented invoices, if any, in accordance with the provisions of this Agreement above, through the date of termination for *convenience* and the period set forth in the notice and 20% of the remaining balance of fees associated with contracted work yet to be performed. For example, if the contract is for a period of three years and Client terminates this agreement after Year 1, Client shall owe 20% of the remaining contract price for Years 2 and 3 in addition to any outstanding invoices for work completed prior to termination., and thereafter the **CONTRACTING ENTITY** shall have no further liability under this Agreement to **SERVICES PROVIDER** and **SERVICES PROVIDER** shall have no further obligations to the **CONTRACTING ENTITY**.

7. Warranties

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

(b) During the term of this Agreement, **CONTRACTING ENTITY'S** initial remedy for any breach of the above warranty shall be to permit **SERVICES PROVIDER** one additional opportunity to perform the services, or provide the products, solutions and deliverables without additional cost to **CONTRACTING ENTITY**. If **SERVICES PROVIDER** cannot perform the services, or provide the products, solutions and deliverables according to the standards and requirements set forth in this Agreement within thirty (30) calendar days of the original performance date, the **CONTRACTING ENTITY** shall be entitled to recover amounts as determined by remedies under contract and law.

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

8. Indemnification

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

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

9. Confidentiality

SERVICES PROVIDER acknowledges that in the course of training and providing other support services to **CONTRACTING ENTITY**, **CONTRACTING**

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

10. Intellectual Property.

SERVICE PROVIDER Intellectual Property means any instructional materials, software programs, diagrams, copyrighted assessments or surveys and anything else that SERVICE PROVIDER uses or distributes to CONTRACTING ENTITY in connection with this Agreement or an applicable Scope of Services that has been developed prior to or independent of this Agreement by SERVICE PROVIDER ("SERVICE PROVIDER Property"). SERVICE PROVIDER Property is not considered work product or a "work for hire" under the terms of this Agreement. For any SERVICE PROVIDER Property used, incorporated into, required for use of, or provided with any Services provided to CONTRACTING ENTITY hereunder, SERVICE PROVIDER hereby grants CONTRACTING ENTITY a worldwide, non-exclusive, nontransferable license to use SERVICE PROVIDER Property as incorporated into or provided with the applicable Services within CONTRACTING ENTITY's organization. CONTRACTING ENTITY may not make, have made, sell, offer for sale, execute, reproduce, display, perform, distribute externally to any third party copies of, or prepare derivative works of SERVICE PROVIDER Property without the written permission of SERVICE PROVIDER. All products, reports, documents, compilations of data and other materials produced or developed by SERVICE PROVIDER under a Scope of Services which are either: (a) created using the funds, expertise, facilities, personnel, time, material or proprietary information of CONTRACTING ENTITY; or (b) are derivatives of any

CONTRACTING ENTITY proprietary information shall be the sole property of CONTRACTING ENTITY. These materials do not include any SERVICE PROVIDER Property or derivatives thereof. SERVICE PROVIDER agrees to assist CONTRACTING ENTITY, or its designee, at CONTRACTING ENTITY's expense, in every proper way to secure CONTRACTING ENTITY's rights in the materials.

11. Miscellaneous.

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

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

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

(d) **Venue and Applicable Law.** **Clients** and **SERVICES PROVIDER** hereby agree that any dispute, legal proceeding or action which may arise between or among them arising out of or in connection with this Agreement shall be adjudicated before a court located in Oklahoma City, Oklahoma, and each hereby submit to the exclusive personal jurisdiction of the courts of the State of Oklahoma located in Oklahoma City, Oklahoma and of the Federal District Court for the Western District of Oklahoma, located in Oklahoma City, with respect to any action or legal proceeding commenced by any party. The **SERVICES PROVIDER** irrevocably waives any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an

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inconvenient forum, relating to or arising out of this Agreement, and consents to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth in the notice provision of this paragraph. This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma.

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

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

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

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

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

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

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

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

[Rest of page intentionally left blank]

To SERVICES PROVIDER:

Gallup, Inc.
Attn: Francis Coggins, Market leader, Senior Consultant
1001 Gallup Drive
Omaha, NE 68102
Telephone: (402)818-1806
Email: Francis_Coggins@gallup.com

To CONTRACTING ENTITY:

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

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

(n) **Renewal Option.** This Agreement is renewable for four additional one-year periods at the option of the **Contracting Entity**. Should the **Contracting Entity** desire to renew the Agreement, a written preliminary notice will be furnished to the **SERVICES PROVIDER** prior to the expiration date of the Agreement. (Such preliminary notice will not be deemed to commit the **Contracting Entity** to renew.)

11. CONTRACTING ENTITY'S RESPONSIBILITIES.

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

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

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] Executive March 24, 2022
Signature of Individual Title Date

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

Taek Lee
Printed Name of Individual

Gallup, Inc. 1001 Gallup Drive. Omaha, NE 68102
Company Name and Address [Please Print] Zip Code

402-938-6560
Telephone Number and Fax Number if any

TO BE COMPLETED BY THE NOTARY:

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

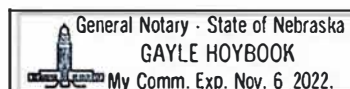
Signed and sworn to before me this 24th day of March, 2022

by Taek Lee
[Printed name of individual who signed above.]

My Commission number: N/A

My Commission expires: Nov. 6, 2022
[Date/Year]

[Signature]
Signature of Notary Public



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NON-DISCRIMINATION STATEMENT

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

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

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

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

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

DocuSigned by:
Francis Coggins
CA9135B4E548486...

Sign Here ✕ _____
Signature of Individual Title

Printed Name of Individual

Company Name and Address

Zip Code

Telephone Number and Fax Number if any

ANTI/NON-COLLUSION AFFIDAVIT

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

The undersigned individual further states that the Bidder has not been a party to any collusion: among bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from bidding; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Pricing Agreement/Contract, or any other terms of the said prospective Pricing Agreement/Contract; or in any discussions between the 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 a Pricing Agreement/Contract. The 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 Pricing Agreement/Contract pursuant to this Bid.

Witness the hands of the parties hereto:

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

→ THIS FORM TO BE COMPLETED BY THE BIDDER PRIOR TO PRICING AGREEMENT/CONTRACT AWARD ←

Tack Lee Executive
Type Name of Authorized Agent Title
[Signature]
Signature
Gallup, Inc.
Company Name
1001 Gallup Drive Omaha, NE 68102
Address Zip Code
402-
Telephone Number and Fax Number if any

TO BE COMPLETED BY THE NOTARY:

State of * Nebraska)
County of * Douglas)
[*State and County where notarized must be written in for bid to be considered.]

SS.

Signed and sworn to before me on this 24th day of March 2022 by Tack Lee
[Day] [Month] [Year] [Print the name of the individual who signed above.]

My Commission Number: N/A
[Oklahoma]

Gayle Hoybook
Type Name of Notary Public

My Commission Expires: Nov. 6, 2022
[Date/Year]

[Signature]
Signature of Notary Public

[49 OMa. Stat. 2011 §119]

Updated February 2017

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This Professional Services Agreement was approved by The City of Oklahoma

City this 26th day of April, 2022.

Attest:

Amy K. Simpson
City Clerk



David Holt
Mayor

Reviewed for form and legality.

Jim Burdett
Assistant Municipal Counselor

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