

Solicitation RFP-OCMFA-28

COBRA Administration Services

Bid Designation: Public



City of Oklahoma City and its Trusts

Bid RFP-OCMFA-28

COBRA Administration Services

Bid Number	RFP-OCMFA-28
Bid Title	COBRA Administration Services
Expected Expenditure	\$60,000.00 (This price is expected - not guaranteed)
Bid Start Date	In Held
Bid End Date	Jun 1, 2022 4:00:00 PM CDT
Question & Answer End Date	May 26, 2022 12:00:00 PM CDT
Bid Contact	Lapeania Hall 405-297-2056 lapeania.hall@okc.gov
Bid Contact	City Clerk 405-297-2391 cityclerk@okc.gov
Contract Duration	5 years
Contract Renewal	4 annual renewals
Prices Good for	Not Applicable
Pre-Bid Conference	May 11, 2022 9:00:00 AM CDT Attendance is optional Location: A non-mandatory pre-proposal meeting will be held on Wednesday, May 11, 2022 at 09:00 a.m. virtually through Microsoft Teams. Please notify Lapeania Hall, Systems Analyst, at Lapeania.Hall@okc.gov of your intention to attend and to receive meeting information.
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	INTENT : To award an Agreement/Contract for COBRA Administration services including compliance updates, disclosures, and material for The City of Oklahoma City communication. Proposers must maintain regulatory requirements while providing notification, eligibility, and billing for COBRA systems. Proposers are encouraged to submit cost savings solutions for purchasing, maintenance, and management of these systems.

Item Response Form

Item	RFP-OCMFA-28--01-01 - Request for Proposal Documents
Quantity	2 each

Prices are not requested for this item.

Delivery Location	City of Oklahoma City and its Trusts	
	<u>No Location Specified</u>	<u>City of Oklahoma City</u>
		200 N. Walker
		Oklahoma City OK 73102
	Qty 1	Qty 1

Description

Upload your response to the request for proposal as outlined in the RFP and any related documents to this line item. Please do not submit zipped files.

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
 100 N. Walker, Suite #200
 Oklahoma City, OK 73102
 (405) 297-2741 Fax (405) 297-2142

Signature of Person Authorized to Sign

Date Signed

Print Name

Title

(Published in *The Journal Record* on April 27, 2022 and May 4, 2022)

NOTICE TO PROPOSERS

Notice is hereby given that The Oklahoma City Municipal Facilities Authority (“Contracting Entity”) will receive electronic proposals at the **OFFICE OF THE CITY CLERK, 200 North Walker Avenue, Oklahoma City, Oklahoma 73102** until 4:00:00 p.m., on the 1st day of June, 2022, for the following:

REQUEST FOR PROPOSALS (RFP-OCMFA-028) – COBRA Administration Services

A non-mandatory pre-proposal meeting will be held on Wednesday, May 11, 2022 at 09:00 a.m. virtually through Microsoft Teams. **Please notify Lapeania Hall, Systems Analyst, at Lapeania.Hall@okc.gov of your intention to attend and to receive meeting information.**

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.

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

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



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

**ELECTRONIC REQUEST FOR PROPOSAL PACKET
COBRA ADMINISTRATION SERVICES
TABLE OF CONTENTS**

INTENT	1
SCOPE OF AGREEMENT/CONTRACT	1
CONTRACTING ENTITY	1
PROPOSER	1
AGREEMENT/CONTRACT PERIOD	1
AGREEMENT/CONTRACT RENEWAL OPTION	1
DELIVERY	2
INSPECTION AND ACCEPTANCE AT DESTINATION	2
F.O.B. DESTINATION	2
COMMERCIAL PACKAGING	2
ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE)	2
ORDER OF PRECEDENCE	3
PAYMENT METHODS	3
PAYMENT/INVOICE	3
WARRANTY	4
GENERAL PROVISIONS	5
SAFETY DATA SHEETS	5
OTHER PROVISIONS	6
TECHNICAL PROVISIONS	12
PROCESS	12
BACKGROUND	13
PROPOSAL SUBMITTAL REQUIREMENTS	13
SELECTION PROCESS	14
SELECTION CRITERIA	15
ADDITIONAL REQUIREMENTS AND INFORMATION	15
EXCEPTIONS AND DEVIATIONS	15
SUBMITTAL INFORMATION INSTRUCTIONS	15

COBRA ADMINISTRATION SERVICES INSTRUCTIONS TO PROPOSERS

INTENT: To award an Agreement/Contract for COBRA Administration services including compliance updates, disclosures, and materials for The City of Oklahoma City communication. Proposers must maintain regulatory requirements while providing notification, eligibility, and billing for COBRA systems. Proposers are encouraged to submit cost saving solutions for purchasing, maintenance, and management of these systems.

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

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

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

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

AGREEMENT/CONTRACT RENEWAL OPTION:

- I. This Agreement/Contract is renewable for four additional one-year periods at the option of the Contracting Entity. Should the Contracting Entity desire to renew the Agreement/Contract, a written preliminary notice will be furnished to the Proposer prior to the expiration date of the Agreement/Contract. (Such preliminary notice will not be deemed to commit the Contracting Entity to renew.)
- II. Upon receipt of the Contracting Entity's preliminary notice, the Proposer shall, if desired, submit a written agreement to continue Agreement/Contract performance for an additional one-year period.
- III. Should the Contracting Entity exercise this option for renewal, the Agreement/Contract as renewed shall be deemed to include this option provision except that the total duration of this Agreement/Contract, including any renewals, shall not exceed five years without approval of the Contracting Entity.

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

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

INSPECTION AND ACCEPTANCE AT DESTINATION:

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

F.O.B. DESTINATION:

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

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

ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE):

- I. The quantity of any item, good, or service when shown in the price schedule as an estimate of an annual requirement is merely an estimate based on currently available information. The purchase of any such item or quantity of good or service is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected.
- II. The Proposer agrees to furnish all quantities ordered by the Contracting Entity during the Agreement/Contract period.
- III. The Contracting Entity agrees to place orders with the Proposer for all its requirements for those items shown in the price schedule, as awarded, except as follows:
 - a. Quantities of items needed under conditions of emergency or public exigency as approved by the Purchasing Agent.

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

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

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

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

PAYMENT/INVOICE:

- I. Payments will be processed promptly after completion of delivery of ordered items and after receipt of properly prepared invoices.
- II. **FOR ORDERS PLACED BY PURCHASE ORDER:** The original invoice must be mailed directly to The City of Oklahoma City, Accounts Payable, 100 N. Walker Avenue, Suite 200, Oklahoma City, Oklahoma 73102, or invoices may be e-mailed to accountspayable@okc.gov. If invoices are e-mailed, a paper copy should not be mailed. This information is printed on the front of each purchase order. Copies of invoices may be sent to other addresses upon request. However, if the original invoice is sent to any

other address, payment will be delayed, or may not be processed at all. Should another trust or government entity be using this Agreement/Contract they may request a different invoice address.

FOR ORDERS PLACED BY PURCHASING CARD: Do not send invoices, statements etc. to Accounts Payable for purchasing card orders. Please send all purchasing card documents directly to the cardholder. Cardholders are required to submit itemized transaction details such as invoice/delivery tickets with their monthly purchasing card statement. This is a vital part of the monthly reconciliation process. Your cooperation is appreciated. Contracting Entity Employees are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the 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 proposed price is expected to cover any fees a Proposer may incur.

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

WARRANTY:

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

IV. All equipment warranties shall start on the date of installation and will be for the full term of said warranty.

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

- 1) Agreement/Contract
- 2) Proposer's Proposal
- 3) General Requirements and Instruction for Proposers
- 4) Oklahoma Open Records Act and Confidential Information
- 5) Non-Discrimination Statement
- 6) Non-Collusion Affidavit

SAFETY DATA SHEETS: Any Proposer supplying goods or materials to 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:

- 1) Submitted as part of the proposal document
- 2) Submitted prior to Agreement/Contract award
- 3) Submitted with the product invoice
- 4) Submitted at the request of The Contracting Entity

In all instances, the Proposer shall furnish the safety data sheets with the products at delivery, and shall comply with all local, state, and federal laws providing for identification of materials transported to or from 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
(405) 297-3891

[Rest of page intentionally left blank]

PROPOSAL SPECIFICATIONS OTHER PROVISIONS

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

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

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

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

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

- I. Additional Insureds: All liability policies (except professional liability and worker's compensation and employer's liability policies) shall provide that the Contracting Entity, including The City of Oklahoma City and its participating public trusts to this Contract/Agreement whether named herein or by reference only, be named as additional insured without reservation or restriction. The Contracting Entity shall be named as loss payees on the CONSULTANT/SERVICE PROVIDER's valuable papers insurance policy for this Project.

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

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

- II. Deductibles: All policies must be fully insured with any single policy deductible not exceeding \$25,000. All deductibles must be declared on the certificate of insurance. If no deductible is declared, the CONSULTANT/SERVICE PROVIDER is stating a deductible does not exist and thus a deductible is not approved or accepted. If the CONSULTANT/SERVICE PROVIDER's deductible is different than declared, then the Contracting Entity will hold an equal amount from pay claims until corrected.

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

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

All policies shall be in the form of an "occurrence" insurance coverage or policy. If any insurance is written in a "claims-made" form, the CONSULTANT/SERVICE PROVIDER shall also provide tail coverage that extends a minimum of two year from the expiration of this Agreement/Contract.

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

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

Contracting Entity a copy of its Affidavit of Exempt Status from the Oklahoma Insurance Department.

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

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

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

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

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

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

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

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

- IV. Certificates: The insurance coverage and limits required herein must be evidenced by properly executed certificates of insurance on forms approved by the Oklahoma Insurance Commissioner. Copies of these certificates have been provided to the Purchasing Agent or her/his designee prior to execution of this Agreement/Contract and are attached hereto. The certificate(s) must be signed by the authorized representative of the insurance company(s) shown in the certificate(s). The CONSULTANT/SERVICE PROVIDER must attach a copy of the power of attorney evidencing the authority of the authorized representative to execute the certificate of insurance. The certificate must include the Project or Agreement/Contract number and Project or Agreement/Contract description or name. The policy description shall state the following: "Additional insured(s) o the listed policies are those required in the Agreement/Contract."
- V. Cancellation. There may be no termination, non-renewal, reduction in coverage, or modification of such insurance coverage.

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

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

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

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

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

UNDUE INFLUENCE: Upon advertising this solicitation, no officer, employee, agent, or representative of the Proposer shall have any contact or discussion, verbal or written, with any representative of the Contracting Entity (i.e., Trust Officer, City Council member, or City staff) either directly or indirectly through others in which the Proposer seeks to influence any representative of the Contracting Entity regarding any matters pertaining to this solicitation.

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

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

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

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

Under Oklahoma law, the City of Oklahoma 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 Agreements/Contracts proposed in response to this RFP. The Contracting Entity reserves the right to eliminate or exclude from consideration any Proposer that requires such a clause.

PROPOSAL PREPARATION COSTS: All costs directly or indirectly related to preparation of a response to the RFP, including costs associated with bonding requirements, travel to Oklahoma City for any pre-award on-site visits, or any oral presentations required to supplement and/or clarify a proposal which may be required by the CITY, shall be the sole responsibility of and shall be borne by the Proposer(s). All responses to this RFP become the property of the City and its Trusts.

RIGHT TO REJECT: The Contracting Entity reserves the right to reject any or all proposals or to award the Agreement/Contract to the next most qualified respondent if the successful respondent does not execute an Agreement/Contract within 30 days after award of the proposal.

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

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

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

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

INDEPENDENT CONTRACTOR: Proposer is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the Contracting Entity under this Agreement/Contract.

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

PROPOSAL SPECIFICATIONS TECHNICAL PROVISIONS

I. PROCESS:

- a. **PUBLISHED NOTICE:** Journal Record, Wednesday, April 27, 2022 and May 4, 2022. The City and its Trusts do not provide access to a computer to prepare electronic proposals or electronic proposal submission. Proposers must register with Periscope at <https://www.Periscope.com/the-city-of-oklahoma-city> in order to submit an electronic proposal. The City and its Trusts recommend potential proposers register and become familiar with the Periscope electronic proposal process in advance of submitting a proposal. There is no charge to the proposer for registering or submitting an electronic proposal to the Contracting Entity through Periscope. Instructions on how to get registered to propose through Periscope can be found on The City of Oklahoma City's website at <https://www.okc.gov/departments/bidding>.
- b. **NON-MANDATORY PRE-PROPOSAL MEETING:**
A non-mandatory pre-proposal meeting will be held on Wednesday, May 11, 2022, at 09:00 a.m. virtually through Microsoft Teams. **Please notify Lapeania Hall, Systems Analyst, at Lapeania.Hall@okc.gov, of your intention to attend and to receive meeting information.** The purpose of the meeting is to explain the request for proposal, answer any questions concerning the proposal, and to receive any requests for amendments to the RFP as suggested by interested Proposers. The Contracting Entity makes no assurances that any such requested amendments will be incorporated into the RFP.
- c. **ADDENDA:**
It is the Proposer's responsibility to log into the electronic bidding system to monitor any addenda that may be issued during the process. A Proposal will not be accepted if all addenda are not acknowledged through the system. If you are set up for electronic notifications through the system, you will receive a notification by e-mail if any addenda are issued. No other statements or representations will be binding on the Contracting Entity except those in this RFP and any written addenda issued by the Contracting Entity.
- d. **SUBMISSION OF WRITTEN QUESTIONS AND REQUESTS FOR AMENDMENTS:** There is no guarantee the Contracting Entity will agree or comply with a requested amendment. Proposers may submit technical questions regarding the RFP through the electronic bidding by noon Thursday, May 26, 2022. Answers to all questions not already addressed in the RFP document will be provided in the form of addenda.

II. INTENT:

To award an Agreement/Contract for COBRA Administration services including compliance updates, disclosures, and materials for The City of Oklahoma City communication. Proposers must maintain regulatory requirements while providing notification, eligibility, and billing for COBRA systems. Proposers are encouraged to submit cost saving solutions for purchasing, maintenance, and management of these systems.

III. BACKGROUND:

The Contracting Entity currently uses a PeopleSoft COBRA module to provide notification, eligibility, enrollment, and billing of premiums. Compliance is internally managed by Human Resources staff. The Contracting Entity will transition to Oracle HCM Cloud in 4th Quarter 2022.

The Contracting entity maintains benefit eligibility for 11,603 full time employees, retirees, and dependents across fully insured and self-funded products. A monthly average for the last 12-month period included 39 General and 83 Initial notices sent to eligible participants.

IV. SCOPE OF SERVICES:

The Contracting Entity is seeking a Proposer to provide COBRA Administration for Employer sponsored COBRA eligible plans. Proposers must assure compliance with COBRA law and provide consultation to City staff. Proposer will securely send and receive private information by means of standardized file structure EID 834 or another standardized approved file format. and make determination of COBRA eligible benefit offering. The Proposer will generate required notices of general rights and initial notification. Notification will include documented date of compliance. The Proposer will provide timely reporting to Contracting Entity for all COBRA transactions. The Proposer will generate, receive, and process enrollment requests including annual open enrollment. Proposer will transmit elected COBRA participants to Contracted Entity insurance carriers by EID 834 file or another standardized approved file format.

The Proposer will maintain billing system to include receipt of payments including web based. Payments should be reconciled, itemized, and transferred to Contracting Entity for self-insured or to Insurance Carrier for fully insured products. Itemized statement should include notification of election, tier change, and termination including effective date of change. Proposers are expected to provide all materials and equipment necessary to perform services. All components and techniques should be current technology and comply with all governing laws and statutes. Proposer will be responsible for coordination with other contractors, the Contracting Entity's Information Technology Department and other Entity Department and Trust representatives. Proposer is expected to provide initial support for system integration for future development. Proposers should detail current COBRA Administration capabilities.

V. SUBCONTRACTORS:

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

VI. PROPOSAL SUBMITTAL REQUIREMENTS:

Each section below should be identified and presented in the same order to ensure the RFP evaluation committee considers the same information on each proposal.

a. LETTER OF SUBMITAL:

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

b. COMPANY HISTORY AND TRACK RECORD:

Provide detailed information regarding the history of the company and the track record in the industry.

c. PROJECT TEAM MEMBERS AND LOCAL SERVICE SUPPORT:

Describe the project team who will be managing the Contracting Entity's account with complete contact information, titles, and office locations. Describe how your company will provide the Contracting Entity with excellent customer service, especially during emergencies and when we experience equipment failure or have unique needs arise.

d. CUSTOMER REFERENCES:

Provide detailed customer references, including government agencies using your company's services for similar projects. A minimum of five references of current customers should be submitted.

e. WARRANTY AND AFTER PURCHASE SUPPORT SERVICES:

Provide information regarding warranty and repair services. Also provide information regarding after purchase support and how your program would work for the Contracting Entity.

f. SOLUTIONS AND SERVICES:

1. Describe equipment and systems sold by your company.
2. Describe monitoring services systems sold by your company.
3. Describe your company's capability to provide ongoing repairs and maintenance of existing systems.
4. Describe your company's qualifications to provide design and installation services for replacement of existing equipment.
5. Proposers are also encouraged to submit cost saving solutions for purchasing, maintenance, and management of these systems.

g. FORMS AND OTHER DOCUMENTS:

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

VII. SELECTION PROCESS:

a. PROPOSAL EVALUATION PROCESS:

Each proposal will be independently evaluated by a selection committee. The selection committee is comprised of members from user departments, as well as a Finance Director and City Manager designee. The committee may make its selection based on the written proposals received, or may, at its discretion, conduct oral interviews with some or all of the Proposers. The selection committee will report the results of its evaluations and make its recommendation to the Contracting Entity's governing body (if required). The Contracting Entity will approve the recommended Proposer, a different Proposer, or may decline to contract with any Proposer.

b. SELECTION CRITERIA:

Proposers will be evaluated for selection based on their overall responsiveness and ability to meet listed requirements of the RFP. Emphasis will be placed on the following criteria (in no particular order):

- Company history and track record.
- Project team members and local service support.
- Customer references.
- Warranty and after purchase support and services.
- Equipment, solutions, and services.
- Pricing for equipment and services.

VIII. ADDITIONAL REQUIREMENTS AND INFORMATION:**a. ADDENDA AND INTERPRETATIONS:**

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

b. ALTERING PROPOSALS:

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

c. PROPOSAL TIMELINE:

Event	Date
RFP available	Wednesday, April 27, 2022
Non-Mandatory Pre-Proposal meeting	Wednesday, May 11, 2022
Technical questions due by noon .	Thursday, May 26, 2022
Proposals due to the City Clerk's Office by 4:00:00 p.m.	Wednesday, June 1, 2022
Interviews and clarifications, if desired by the <u>Oklahoma City Municipal Facilities Authority</u>	June 2 – June 9, 2022
Finalization of Contract Terms	July 6 – July 18, 2022
Contract Approval	August 2, 2022

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

IX. EXCEPTIONS / DEVIATIONS:

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

X. SUBMITTAL INFORMATION INSTRUCTIONS:

The Oklahoma City Municipal Facilities Authority will receive electronic proposals until **4:00:00 p.m. on June 1, 2022**. Responses can be uploaded into the electronic bidding

system in one file or in different files clearly labeling what is contained in each electronic file. Please do not submit ZIP files. Upload your proposal documents in the following order:

1. Electronically complete or acknowledge required forms in the electronic bidding system
2. Cover Letter (a simple letter of submittal, typically sent by Proposers).
3. Any exceptions made to the requirements of this RFP.
4. The proposal information requirements as specified in **Section VII. PROPOSAL SUBMITTAL REQUIREMENTS.**

[The rest of page intentionally left blank.]

SAMPLE AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter “Agreement”) is entered into as of this ____ day of _____, 2020, by and between **INSERT VENDOR NAME** (hereinafter referred to as “**SERVICES PROVIDER**”), and The City of Oklahoma City and any of its public trusts participating in this Agreement, a public body organized under the laws of the State of Oklahoma (hereinafter referred to as “The City” or “**CONTRACTING ENTITY**”).

WITNESSETH:

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

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

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

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

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

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

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

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

SAMPLE AGREEMENT

deliverables that meet all the purposes and functionality requested or described in the RFP and in this Agreement.

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

1. Professional Services Agreement

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

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

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

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

SAMPLE AGREEMENT

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

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

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

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

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

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

Attachment “F” (“Insurance”),

Attachment “G” (“SERVICES PROVIDER’S Interview and Proposal”),

2. Retention of SERVICES PROVIDER and Scope of Services

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

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

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

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

SAMPLE AGREEMENT

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

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

3. **Compensation**

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

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

4. **Independent Contractor Status**

(a) The parties hereby acknowledge and covenant that:

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

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

SAMPLE AGREEMENT

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

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

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

5. Termination and Stop Work.

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

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

(2) upon payment for products or services fully performed and accepted, **SERVICES PROVIDER** shall deliver to the **CONTRACTING ENTITY** all work, products, deliverables, documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Agreement, whether same are complete or incomplete, unless the

SAMPLE AGREEMENT

notice directs otherwise. Upon termination for the *convenience* by the **CONTRACTING ENTITY**, the **CONTRACTING ENTITY** shall pay **SERVICES PROVIDER** for completed services, up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the Agreement and as further limited by the “not to exceed” amounts set out in this Agreement.

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

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

(a) Upon notice to **SERVICES PROVIDER**, the **CONTRACTING ENTITY** may issue a stop work order suspending any services, performances, work, products, deliverables, or solutions under this Agreement. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be

SAMPLE AGREEMENT

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

6. Obligation upon Termination for Convenience.

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

7. Warranties

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

SAMPLE AGREEMENT

services, products, solutions and deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **SERVICES PROVIDER**.

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

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

8. Indemnification

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

SAMPLE AGREEMENT

PROVIDER within thirty (30) days of an appropriate finding of facts, whether by mutual agreement or by a court of law.

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

9. Confidentiality

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

10. Miscellaneous.

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

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

SAMPLE AGREEMENT

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

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

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

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

SAMPLE AGREEMENT

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

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

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

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

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

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

SAMPLE AGREEMENT

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

SAMPLE

SAMPLE AGREEMENT

To SERVICES PROVIDER:

Telephone _____
Fax _____

To CONTRACTING ENTITY:

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

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

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

11. CONTRACTING ENTITY'S RESPONSIBILITIES.

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

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

12. Insurance.

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

SAMPLE AGREEMENT

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

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

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

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

SAMPLE AGREEMENT

WITNESS the hands of the parties hereto:

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

TO BE COMPLETED BY THE PROPOSER:

Signature of Individual

Title

Date

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

Printed Name of Individual

Company Name and Address [Please Print]

Zip Code

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

State of * _____)

)

SS.

County of * _____)

)

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

Signed and sworn to before me this _____ day of _____, 2020

by _____
[Printed name of individual who signed above.]

My Commission number: _____

My Commission expires: _____
[Date/Year]

Signature of Notary Public

SAMPLE AGREEMENT

This Professional Services Agreement was approved by The City of Oklahoma
City this _____ day of _____, 2020.

Attest:

City Clerk

Mayor

Reviewed for form and legality.

Assistant Municipal Counselor

SAMPLE AGREEMENT

Professional Services Agreement

Attachments

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

The Attachments include:

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

SAMPLE AGREEMENT

Professional Services Agreement

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

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

SAMPLE

SAMPLE AGREEMENT

Professional Services Agreement

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

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

SAMPLE AGREEMENT

Professional Services Agreement

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

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

SAMPLE

SAMPLE AGREEMENT

Professional Services Agreement

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

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

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

SAMPLE AGREEMENT

Professional Services Agreement

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

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

SAMPLE

SAMPLE AGREEMENT

Professional Services Agreement

Attachment “F” (“Insurance”),

Insurance Certificates

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

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

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

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

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

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

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

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

SAMPLE AGREEMENT

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

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

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

All policies shall be in the form of an "occurrence" insurance coverage or policy. If any insurance is written in a "claims-made" form, the CONSULTANT/SERVICE PROVIDER shall also provide tail coverage that extends a minimum of two year from the expiration of this contract.

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

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

SAMPLE AGREEMENT

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

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

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

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

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

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

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

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

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

SAMPLE AGREEMENT

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

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

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

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

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

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

SAMPLE AGREEMENT

Professional Services Agreement

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

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

SAMPLE

Question and Answers for Bid #RFP-OCMFA-28 - COBRA Administration Services

Overall Bid Questions

There are no questions associated with this bid.