

## **Solicitation RFP-OCITY-127**

### **Professional Services to Support a Pilot Homeless Street Outreach Program**

**Bid Designation: Public**



**City of Oklahoma City and its Trusts**

## Bid RFP-OCITY-127

### Professional Services to Support a Pilot Homeless Street Outreach Program

Bid Number	<b>RFP-OCITY-127</b>
Bid Title	<b>Professional Services to Support a Pilot Homeless Street Outreach Program</b>
Bid Start Date	<b>In Held</b>
Bid End Date	<b>Jul 20, 2022 4:00:00 PM CDT</b>
Question & Answer End Date	<b>Jun 29, 2022 12:00:00 PM CDT</b>
Bid Contact	<b>Mark Mishoe</b> <b>mark.mishoe@okc.gov</b>
Bid Contact	<b>Robin Lockaton</b> <b>robin.lockaton@okc.gov</b>
Bid Contact	<b>City Clerk</b> <b>cityclerk@okc.gov</b>
Contract Duration	<b>1 year</b>
Contract Renewal	<b>4 annual renewals</b>
Prices Good for	<b>Not Applicable</b>
Standard Disclaimer	<b>This site and system is hosted by Oklahoma City through BIDSYNC for use of The City of Oklahoma City and its trusts.</b> <b>Certain screens and flags may show the name and/or seal of The City; however, such references do not indicate or change the contracting entity.</b>
Bid Comments	To provide Homeless Street Outreach services to support a Homeless Street Outreach program to coordinate with the City's Public Safety Departments to provide a non-police response to low-risk calls for assistance to 9-1-1 or the police non-emergency number (405) 231-2121. In addition to responding to calls, Street Outreach teams will provide proactive outreach to people experiencing homelessness.

#### Item Response Form

Item	<b>RFP-OCITY-127--01-01 - Request for Proposals: Request for Proposals</b>
Lot Description	<b>Upload your response to the request for proposal as outlined in the RFP and any related documents to this line item. Please do not ZIP files.</b>
Quantity	<b>1 each</b>
Prices are not requested for this item.	
Delivery Location	<b>City of Oklahoma City and its Trusts</b> <u>No Location Specified</u>
<b>Qty 1</b>	

**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 ZIP 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 BIDS SYNC SYSTEM. FAILURE TO INDICATE ANY EXCEPTIONS WILL BE REGARDED AS FULL ACCEPTANCE OF THE REQUIREMENTS, INSTRUCTIONS, AND RFP PACKET AND ANY OTHER PROPOSAL DOCUMENTS RELATED TO THIS RFP.

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

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

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

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

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

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

**13. PAYMENTS AND DISCOUNTS:**

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

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

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

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

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

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

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

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

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

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

**NON-DISCRIMINATION STATEMENT**

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

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

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

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

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

~~Sign Here~~ X

Signature of Individual

Title

Printed Name of Individual

Company Name and Address

Zip Code

Telephone Number and Fax Number if any

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

### NON-COLLUSION AFFIDAVIT

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

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

Witness the hands of the parties hereto:

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

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

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

Signature \_\_\_\_\_

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

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

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

**TO BE COMPLETED BY THE NOTARY:**

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

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

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

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

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

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

September 2020



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

Updated 2019



**The City of  
OKLAHOMA CITY**

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

### VENDOR REGISTRATION FORM

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ DUNS Number - \_\_\_\_\_

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

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

Do you wish to receive payments by electronic funds transfer? ☐ Check here if same as PO address ☐

**PURCHASE ORDER ADDRESS**

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

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

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

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

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

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

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

**PAYMENT REMITTANCE ADDRESS**

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

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

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

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

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

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

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

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

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

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

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

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

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

Title \_\_\_\_\_

(Published in *The Journal Record* on June 22, 2022)

## NOTICE TO PROPOSERS

Notice is hereby given that The City of Oklahoma City “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 20<sup>th</sup> day of July, 2022, for the following:

### REQUEST FOR PROPOSALS PROFESSIONAL SERVICES TO SUPPORT A PILOT HOMELESS STREET OUTREACH PROGRAM (RFP-OCITY-127)

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

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

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

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



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

**ELECTRONIC REQUEST FOR PROPOSAL PACKET FOR  
PROFESSIONAL SERVICES TO SUPPORT A PILOT HOMELESS  
STREET OUTREACH PROGRAM (RFP-OCITY-127)**

**TABLE OF CONTENTS**

INTENT .....	1
SCOPE OF AGREEMENT/CONTRACT .....	1
CONTRACTING ENTITY .....	1
PROPOSER.....	1
AGREEMENT/CONTRACT PERIOD .....	1
AGREEMENT/CONTRACT RENEWAL OPTION.....	1
ORDER OF PRECEDENCE .....	2
PAYMENT/INVOICE .....	2
GENERAL PROVISIONS.....	3
OTHER PROVISIONS .....	4
TECHNICAL PROVISIONS.....	7
BACKGROUND.....	7
STATEMENT OF WORK.....	8
PROPOSAL SUBMITTAL REQUIREMENTS .....	9
TIMELINE .....	11
SELECTION PROCESS.....	11
SELECTION CRITERIA.....	11
AGREEMENT .....	12

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES TO  
SUPPORT A PILOT HOMELESS STREET OUTREACH PROGRAM  
(RFP-OCITY-127)**

**INSTRUCTIONS TO PROPOSERS**

**INTENT:** The City of Oklahoma City (The City) is seeking proposals from qualified organizations to provide Homeless Street Outreach services to support a Pilot Program. The Homeless Street Outreach program would coordinate with the City's Public Safety Departments to provide a non-police response to low-risk calls for assistance to 9-1-1 or the police non-emergency number (405) 231-2121. In addition to responding to calls, Street Outreach teams will provide proactive outreach to people experiencing homelessness.

**SCOPE OF AGREEMENT/CONTRACT:** The Proposer shall furnish and supply the below listed services 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" or "The City" as used throughout this Agreement/Contract shall mean The City of Oklahoma City.

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

**AGREEMENT/CONTRACT PERIOD:** It is the City's intention to provide funding for the Pilot Homeless Street Outreach Program for an initial one-year period, and to renew following the City's annual renewal process outlined below. The Agreement/Contract shall be for one year with the option to renew for at least (4) additional one-year periods based on need for the program and program performance. The Agreement/Contract shall be in effect commencing on the date approved by the Contracting Entity.

**AGREEMENT/CONTRACT RENEWAL OPTION:**

1. This Agreement/Contract is renewable for at least 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.)
2. 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.
3. 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.

4. 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.

**RESOLUTION OF INCONSISTENCIES:** 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/INVOICE:**

1. Contractor shall not begin services until a The City issues a Purchase Order. The City shall not be held liable for any activities conducted by the Contractor prior to issuance of a Purchase Order.
2. Payments will be processed promptly after completion of services and after receipt of properly prepared invoices.
3. **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](mailto: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 contract they may request a different invoice address.
4. 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 services provided
  - e. Total amount of invoice
  - f. Date of service

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

- a. Agreement/Contract
- b. Proposer's Proposal
- c. General Requirements and Instruction for Proposers
- d. Oklahoma Open Records Act and Confidential Information
- e. Non-Discrimination Statement
- f. Non-Collusion Affidavit

[Rest of page intentionally left blank]

## **PROPOSAL SPECIFICATIONS**

### **Other Provisions**

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

To the maximum extent permitted by law, the selected Contractor shall be liable for and shall hold The City of Oklahoma City harmless from all damage or injury caused to persons or property arising out of the performance of any Contract resulting from this Request for Proposals. The Contractor shall agree to assume the defense of the City and its officers and employees in all legal proceedings with third parties connected with the Consultant's performance under the Contract awarded to the successful proposer, and to pay all expenses,

including court costs and reasonable attorney's fees, incurred by the City directly or indirectly because of such legal proceedings.

The Contractor's obligations hereunder are expressly conditioned upon the City's provision of written notification to the Contractor of any such pending claim or suit. The City shall cooperate with the Contractor in its handling of any such claim or suit to the extent its interests do not conflict therewith.

**RIGHT TO ACCEPT OR REJECT:** The Contracting Entity reserves the right to accept or reject, in part or in entirety, any or all proposals for any reason, to cancel in part or entirety the Request for Proposals, to re-advertise for new proposals, to waive minor irregularities and informalities, and 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.

**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.

**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.

**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.

**EXPLANATIONS/CLARIFICATIONS**

All requests for explanations and clarifications must be submitted through the electronic bidding system and will be answered by the Planning Department for *all* potential proposers. Proposers may submit questions regarding the RFP through the electronic bidding system no later than 12:00:00 p.m. CT, on June 29, 2022.

Proposers are responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the RFP requirements prior to the above-listed deadline for questions. Proposers should submit this information as a question through the electronic bidding system, and request modification or clarification. The City, if appropriate, may answer the question or issue addenda, if necessary. The City makes no assurances that any such requested amendments will be incorporated into the RFP.



### **DISQUALIFICATION OF PROPOSALS**

More than one proposal under the same or different names from any one proposer will not be considered. Reasonable grounds for believing the proposer has interest in more than one proposal will cause the rejection of all related proposals. One or more or all proposals will be rejected if there is reason for believing that collusion exists among proposers. A proposal will not be accepted from any proposer who is in arrears or is in default to the City upon any debt or contract, or who is a defaulter as surety or otherwise upon any obligation to the City or who has failed to perform faithfully any previous contract with the City.

Incomplete proposals will not be considered.

### **PROPOSERS RESPONSIBLE FOR THE PROPOSAL**

The proposer shall carefully examine the terms of the proposal documents and minimum requirements and shall judge for itself all the circumstances and conditions affecting their proposal.

### **WITHDRAWAL SELECTION**

The City reserves the right to withdraw its selection of a proposer without any liability to the City at any time before the Contract has been fully executed by all parties and approved by the City.

### **PROPOSALS TO BE RETAINED**

Proposals cannot be withdrawn after the closing date in the electronic bidding system.

**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 Proposer 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, 2<sup>nd</sup> Floor.

## **PROPOSAL SPECIFICATIONS**

### **Technical Provisions**

#### **I. PROCESS:**

##### **A. PUBLISHED NOTICE:**

Journal Record, **Wednesday, June 22, 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. 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.

##### **C. 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 process by **noon Wednesday, June 29, 2022**. Answers to all questions not already addressed in the RFP document will be provided in the form of addenda.

#### **II. INTENT:**

The City of Oklahoma City (The City) is seeking proposals from qualified organizations to provide Homeless Street Outreach services to support a Pilot Program for an initial period of two years with the option to modify and extend as services are needed. The Homeless Street Outreach program would coordinate with the City's Public Safety Departments to provide a non-police response to low-risk calls for assistance to 9-1-1 or the police non-emergency number (405) 231-2121. In addition to responding to calls, Street Outreach teams will provide proactive outreach to people experiencing homelessness.

### III. BACKGROUND:

This pilot will contribute to implementing initiatives recommended by multiple groups. In April 2019, [Mayor David Holt](#) established a Taskforce on Homelessness to work with a consultant and community stakeholders to develop the *Strategies to Address Homelessness in Oklahoma City* (“*Strategies*”). The *Strategies* were received by City Council on September 28, 2021. One of the focus areas identified for improvement is enhanced outreach strategies.

In 2020, the [Mayor](#) established a Law Enforcement Policy Task Force and Community Policing Working Group in response to community concerns about law enforcement policies. Task Force members included former police chiefs, lawyers, social scientists, academics and community leaders. The City hired a consultant, 21CP Solutions, to provide recommendations to the Task Force and Working Group. On March 1, 2022, City Council received 21CP’s report, which includes 39 recommendations focused on eight (8) subject areas. One recommendation was to develop an alternative response to mental health calls that would entail de-escalation by professional mental health and social workers, versus a police response. This scenario is often applicable to those in our community who are homeless.

### IV. SCOPE OF WORK

The City will fund the Pilot Homeless Street Outreach program for an initial two (2) years with the option to re-evaluate and extend services as needed, as determined by the City. Applicants may elect to propose an approach that differs from the Scope of Work below if the proposer feels that an adjusted approach would more effectively meet the City’s goals and can support that in their proposal. The City envisions the Program to be staffed by up to two Mobile Response Teams. The City will provide a 4-passenger vehicle for use by each Mobile Response Team.

#### A. Proposed Staffing

Each Mobile Response Team could be comprised of three (3) Full-Time Equivalent (FTE) positions to provide street outreach services. Teams may consist of a licensed mental health clinician, a peer recovery support specialist and a street outreach case manager. The proposer may submit a different Team composition along with justification for the approach in their proposal.

#### B. Program Requirements

While program design is flexible and proposers may justify different structures and staffing configurations, the following provisions are required.

1. **Training & Professional Licensure.** At least one member of each outreach team must be a licensed mental health clinician. Licensure for this position must be maintained through the program term. All staff must receive training in evidence-based practices such as motivational interviewing, trauma-informed care, and other practices determined by the proposer and/or the program coordination team.

2. **Partnership Development.** Individuals that Mobile Response Teams assist may have a wide range of needs that will need to be met in order to progress down the path towards stability. Program staff will be required to leverage partnerships with other organizations providing housing assistance, healthcare and healthcare related outreach, or other services in order to facilitate connections to the resources they provide.
3. **Program Policies and Operating Procedures.** The selected proposer must develop initial policies and procedures for the program before it begins operating. A multi-disciplinary program coordination team that includes representatives from the City's homeless services staff, Northcare Champions, and the Police Department's Homeless Outreach Team will work with the selected proposer in the development of these policies and procedures. Policies and procedures should address basic information such as days of operation and criteria for response as well as program requirements related to safety, service delivery, documentation, data collection and reporting, etc. The selected proposer may recommend changes to policies over time based on experience operating the program, but all changes must be reviewed and approved by the Program Coordination Team.
4. **Documentation, Data & Reporting.** Appropriate documentation and data must be kept for each client served. Data will be entered into the Homeless Management Information System (HMIS). Performance will be reviewed with the program coordination team initially monthly and can be evaluated whether to move reporting to quarterly after six (6) months. In coordination with other partner programs, the selected proposer should develop a list of clients that are high utilizers of police, emergency and crisis services so that more intensive, longer-term assistance can be directed to them. The selected proposer must submit an annual report to the program coordination team outlining program outcomes. The selected proposer may be requested to make a presentation to City Council to share program outcomes, needs and expectations.

## V. PROPOSAL/SUBMITTAL INSTRUCTIONS

### A. Proposal Requirements

Proposers shall submit a complete, professional-quality proposal that includes information from each section below. The format of the submittal should follow these sections in the same order, to ensure the Selection Committee considers the same information on each proposal.

1. **Letter of Submittal.** A cover letter introducing the company/agency, describing the ownership, including the Proposer's complete address, phone number, e-mail address and signed by an authorized agent.
2. **Company/Agency History and Track Record.** Provide detailed information regarding the history of the professional firm, non-profit or individual and a description of past performance on similar services relevant to the size and scope of Oklahoma City. Provide information regarding the ability, relevant experience

and capacity of the proposer; the management structure; and the procedures and practices for management of the services.

- 3. Professional Qualifications.** Describe the proposer's team members who will be managing and providing the services. Provide the name, resume, relevant training and background of the managing professional and other key individuals, affiliates and subcontractors who will be associated with the services.
- 4. Project capacity and capability.** Provide sufficient information to convey that the capabilities and capacity of the Proposer's team can implement items in the Scope of Work. Provide an estimated budget of the hours and costs to complete each task listed in the Scope of Work, and a brief description of the approach for accomplishing each task.
- 5. Project Design and Cost Estimates.** Submit a narrative describing the proposed structure and strategy to respond to the stated goals in this solicitation. While there is flexibility in program design and structure, respondents must describe how their proposed scope and structure offered will meet the needs of the population served as well as identify the estimated costs to successfully implement the project.

#### **B. 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, Anti/Non-Collusion Affidavit and Vendor Registration Form will be completed by the successful proposer before Agreement award.

#### **C. Submittal Process**

1. Electronically complete or acknowledge required forms in the electronic biddingsystem.
2. Attach a copy of any exceptions made to the requirements of this RFP.
3. Attach the following proposal requirements:
  - a. Letter of Submittal
  - b. Company/Agency History and Track Record
  - c. Professional Qualifications
  - d. Project Capacity and Capability
  - e. Project Design Narrative and Cost Estimates
4. The City of Oklahoma City will receive electronic proposals until 4:00 p.m. on July 20, 2022. Responses can be uploaded into the electronic bidding system in one file or in separate files clearly labeling what is contained in each electronic file. Please do not ZIP files.

**D. Timeline**

The expected timeline for this solicitation to be processed and a contract to be issued is as followed:

Event	Date*
RFP available	June 22, 2022
Technical questions due by noon	June 29, 2022
Electronic Proposals must be submitted by 4:00 p.m.	July 20, 2022
Interviews and clarifications, if desired by the City	August 3, 2022
Finalization of Contract Terms	August 10, 2022
City Council approval of Agreement	August 23, 2022
Effective Date of Agreement	August 23, 2022

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

**VI. SELECTION PROCESS:**

Proposals will be evaluated by a Selection Committee. The Selection Committee is comprised of members representing the City Manager's Office, Planning Department, Finance Department, and the Mayor's Homelessness Taskforce. The Committee may make its selection based on the written proposals received, or may, at its discretion, conduct oral interviews with some or all proposers. The Selection Committee will report the results of its evaluations and make its recommendation to the City Council. The City Council may approve the recommended proposer, a different proposer, or may decline to contract with any proposer.

**A. Selection Criteria**

The Selection Committee will evaluate all proposals for meeting the submittal requirements of this RFP, and will place emphasis on these criteria:

- 1. Company/Agency History and Track Record.** Proposer must demonstrate experience in successful execution of work of this size and scope.
- 2. Professional Qualifications.** Proposer must identify and provide relevant experience and qualifications for all persons to be engaged in fulfilling duties and demonstrate that the proposer possesses sufficient skills, knowledge, and abilities to meet the full requirements of the proposal and Scope of Work.

*Proposers must have established relationships and/or partnerships with other organizations providing housing assistance, healthcare and healthcare-related outreach, or other services, in order to facilitate connections to resources that program clients need.*

3. **Project Capacity and Capability.** Proposer must fully demonstrate sufficient experience, capabilities, and capacity to successfully implement all items listed in the Scope of Work.
4. **Project Design.** Proposer must describe how the structure and design proposed will effectively meet The City's needs.
5. **Cost.** Proposer must include the estimated costs to successfully implement the project.

## **VII. THE AGREEMENT**

Upon selection of a proposal, an Agreement shall be prepared, fully executed and encumbered before services and work are initiated. The Agreement may contain or incorporate the following:

- A. Standard clauses;
  - B. Non-collusion affidavit;
  - C. Certificate of non-discrimination;
  - D. Business relationship affidavit;
  - E. A requirement to keep records and a right to audit;
  - F. A requirement for insurance naming the City as additional insured, as evidenced by a certificate of insurance on a form approved by the City Manager; and
  - G. Procedures for amending or terminating the Agreement, including the right of the City to terminate the Agreement upon notice with or without just cause.
1. All Agreements shall be submitted to the Municipal Counselor's Office for review and approval. The Municipal Counselor's Office will forward the Agreement documents to the City Manager for inclusion on the formal docket for final approval or rejection by the City Council. The memorandum to Council shall include the number of proposals received.
  2. Any document may be waived or amended as a part of contract negotiation, subject to approval or ratification of the written agreement by the City Council. However, should a requirement or document be imposed by law (for example a grant or federal requirement) then such requirement or document may only be waived as permitted by law. Proposers shall further be required to bring to the City's attention in a submitted Proposal any exceptions to these requirements.

SAMPLE AGREEMENT

**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (hereinafter “Agreement”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **INSERT VENDOR NAME** (hereinafter referred to as “**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 \_\_\_\_\_, 2022

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 \_\_\_\_\_, 2022.

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.**

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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.**

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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-OCITY-127 - Professional Services to Support a Pilot Homeless Street Outreach Program

### Overall Bid Questions

There are no questions associated with this bid.