

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter “Agreement”) is entered into as of this 27th day of September, 2022, by and between **Point Made Learning LLC**(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 March 18<sup>th</sup>, 2022, the City prepared a Request for Proposal (“RFP”) seeking a Professional Services Agreement for Point Made Learning for the City Manager’s Office ; and

**WHEREAS**, on April 15<sup>th</sup>, 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 Pointmade Learning with skilled professionals willing, able, and capable of timely providing the services requested and required by the **CONTRACTING ENTITY** in the RFP; and

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

**WHEREAS**, the **CONTRACTING ENTITY** strives to obtain an Inclusion and Diversity Experienced-Based Learning Activity to provide a fun and engaging gamified activity to promote empathy and meaningful discussion. The intention is to provide a casual and familiar setting to navigating tough and introspect conversation about equity, access, and who these fluctuate based on the identities of a person; and

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

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

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

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

**1. Professional Services Agreement**

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

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

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

(c) If there is a conflict in language, terms, conditions, or provisions, in this Agreement between the text of this document, (Professional Services Agreement pages 1 through 15,) and any language, term, condition, or provision in any Attachment, then the text of this document, (Service Agreement pages 1 through 15) shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the

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

**Attachment “A” (“Project Description, Scope of Services, Deliverables and Schedule of Fees”),**

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

**Attachment “C” (“Request for Proposals, including Addenda”),**

**Attachment “D” (“SERVICES PROVIDER’S Proposal”),**

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

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

(1) the timely provision of the Project description, scope of services, deliverables and schedule of fees as each are defined in **Attachment “A”**,

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

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

and additions thereto, pertaining in any manner to the performance or services provided under this Agreement. **SERVICES PROVIDER** shall obtain all patents, licenses and any other permission required to provide all services, products, solutions and deliverables and for use of all services, products, solutions and deliverables by the **CONTRACTING ENTITY**.

### 3. **Compensation**

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

(b) The **CONTRACTING ENTITY** and **SERVICES PROVIDER** acknowledge that the compensation to be paid **SERVICES PROVIDER** pursuant to this Agreement has been established by agreement and **SERVICES PROVIDER’S** RFP response.

(c) After approval of this agreement by both parties, **SERVICES PROVIDER** will issue an invoice for fifty percent (50%) of the agreed compensation. **SERVICE PROVIDER** will issue an invoice for the final fifty percent (50%) after the **CONTRACTING ENTITY’S** card customization has been completed and certification training has concluded.

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

(a) The parties hereby acknowledge and covenant that:

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

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

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

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

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

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

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

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

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

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

(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) Upon termination of any licensing agreement, all materials must be returned to **SERVICES PROVIDER** within thirty (30) days of the termination.

(5) 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.

(b) The **SERVICES PROVIDER’S Contract Administrator** is hereby authorized to issue notices of termination on behalf of the **SERVICES PROVIDER**. This Agreement can be terminated, with or without cause, upon written notice, at the option of the **SERVICE PROVIDER**.

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

(2) Upon termination by the **SERVICES PROVIDER**, the **CONTRACTING ENTITY** shall pay **SERVICES PROVIDER** for completed services, up to the time of the notice of termination, 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.

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

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

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

thereafter the **CONTRACTING ENTITY** shall have no further liability under this Agreement to **SERVICES PROVIDER** and **SERVICES PROVIDER** shall have no further obligations to the **CONTRACTING ENTITY**.

## **7. Warranties**

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

(b) During the term of this Agreement, **CONTRACTING ENTITY'S** initial remedy for any breach of the above warranty shall be to permit **SERVICES PROVIDER** one additional opportunity to perform the services, or provide the products, solutions and deliverables without additional cost to **CONTRACTING ENTITY**. If **SERVICES PROVIDER** cannot perform the services, or provide the products, solutions and deliverables according to the standards and requirements set forth in this Agreement within thirty (30) calendar days of the original performance date, the **CONTRACTING ENTITY** shall be entitled to recover, 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 sixty (60) days of a demand by the **CONTRACTING ENTITY**. Should **SERVICES PROVIDER** fail to reimburse the **CONTRACTING ENTITY** within sixty (60) 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 PROVIDER** within sixty (60) 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** and **CONTRACTING ENTITY** acknowledge that in the course of training and providing other support services the parties may provide each other with access to valuable information of a confidential and proprietary nature including but not limited to information relating to both parties' 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. **CONTRACTING ENTITY** is subject to the Oklahoma Open Records Act and will keep information confidential to the extent allowed by law.

**10. Miscellaneous.**

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

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

(c) **No Assignment without Consent.** The parties hereby agree that as this is an agreement for the provision of specialized services, therefore **SERVICES PROVIDER** may not assign this Agreement in whole or in part without the prior written consent of the **CONTRACTING ENTITY**. 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. If there is

a disagreement, the parties agree to work together and provide thirty (30) days to correct any deficiencies prior to filing a lawsuit.

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

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

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

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

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

(j) **Upgrades and Substitutions.** During the performance of this Agreement, any digital services that have been purchased and receive an upgrade shall be shared with the **CONTRACTING ENTITY** at no additional cost. Any non-digital/non-virtual upgrades that occur and are requested by the **CONTRACTING ENTITY** will be replaced with any costs attributed to the **CONTRACTING ENTITY**. A product upgrade of the equal value for non-digital/non-virtual products may be substituted with shipping and handling costs attributed to the **CONTRACTING ENTITY**.

(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 the **Professional Services Agreement**

**CONTRACTING ENTITY** or be binding upon the either party unless such services, work, product, solution, or deliverable are first requested and approved in writing by both parties through a contract amendment.

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

**To SERVICES PROVIDER:**

Point Made Learning  
Attention: Deionna Wilburn  
3511 Liberty Park Rd  
Hallstead, PA 18822  
Telephone: (212) 724-6534  
Email: deionna@pointmade.com

**To CONTRACTING ENTITY:**

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

(m) **Effective.** The initial agreement is for two (2) years and shall become effective upon execution by the last party.

(n) **Renewal Option.** This Agreement is renewable for up to three (3) 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** no less than 45 days 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.

(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.

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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.**

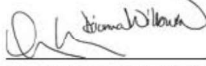
**TO BE COMPLETED BY THE PROPOSER:**

Point Made Learning, LLC  
Company Name

3511 Liberty Park Rd. Hallstead, PA 18822  
Address [Please Print] Zip Code

(212) 724-6534  
Telephone Number and Fax Number if any

CEO, CCO  
Title of Acting Company Officer

 CEO, CCO 9/15/2022  
Signature of Individual Title Date

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

Deionna Wilburn  
Printed Name of Individual

**TO BE COMPLETED BY THE NOTARY:**

State of \* VIRGINIA )  
County of \* FAIRFAX ) SS.  
[\*State and County where notarized must be written in.]

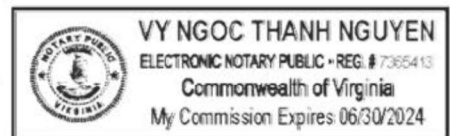
Signed and sworn to before me this 15th day of September, 2022

by Deionna Wilburn  
[Printed name of individual who signed above.]

My Commission number: 7365413

My Commission expires: 06/30/2024  
[Date/Year]

SEAL



Notarized online using Video-Audio Communication

  
Signature of Notary Public

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APPROVED by Trustees and signed by the Chairman of the Oklahoma City Municipal Facilities Authority this 27th day of September, 2022.

ATTEST:

Amy K. Simpson  
SECRETARY



David Holt  
CHAIRMAN

REVIEWED for form and legality.

Brad Zogan  
ASSISTANT MUNICIPAL COUNSELOR

**CONCURRENCE** by the City Council and **SIGNED** by the Mayor of the City of Oklahoma City this 27th day of September, 2022.

THE CITY OF OKLAHOMA CITY

ATTEST:

Amy K. Simpson  
CITY CLERK



David Holt  
MAYOR

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## NON-DISCRIMINATION STATEMENT

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

a. That the Proposer will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, sexual orientation, gender identity, national origin, ancestry or disability. The Proposer shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, age, national origin, sexual orientation, gender identity, 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

CEO, CCO

Title

Deionna Wilburn

Printed Name of Individual

Point Made Learning

3511 Liberty Park Rd. Hallstead, PA 18822

Company Name and Address

Zip Code

(212) 724-6534

Telephone Number and Fax Number if any

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## NON-COLLUSION AFFIDAVIT

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

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

Witness the hands of the parties hereto:

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

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

Deionna Wilburn	CEO, CCO
Type Name of Authorized Agent/Representative	Title
<u>Deionna Wilburn</u>	<u>9/9/2022</u>
Signature	
Point Made Learning, LLC	
Company Name	
3511 Liberty Park Rd. Hallstead, PA	18822
Address	Zip Code
(212) 724-6534	
Telephone Number and Fax Number, if any	

### TO BE COMPLETED BY THE NOTARY:

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

Signed and sworn to before me on this 9th day of SEPT, 2022 by Deionna Wilburn  
[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number: 01A6381979  
~~00000000~~

Scott Daniel-Haynes  
Type Name of Notary Public

My Commission Expires: 10/15/2022  
[Date/Year]

Scott Daniel-H  
Signature of Notary Public

[49 Okla. Stat. 2011 §119]

