

## **Solicitation RFP OCWUT 06-24**

### **Security Services for Utilities Facilities**

#### **Bid Designation: Public**



**City of Oklahoma City and its Trusts**

## Bid RFP OCWUT 06-24 Security Services for Utilities Facilities

Bid Number	<b>RFP OCWUT 06-24</b>
Bid Title	<b>Security Services for Utilities Facilities</b>
Bid Start Date	<b>In Held</b>
Bid End Date	<b>Oct 18, 2023 4:00:00 PM CDT</b>
Question & Answer End Date	<b>Sep 19, 2023 5:00:00 PM CDT</b>
Bid Contact	<b>Mark Keesee</b> <b>405-297-2765</b> <b>mark.keesee@okc.gov</b>
Bid Contact	<b>City Clerk</b> <b>405-297-2391</b> <b>cityclerk@okc.gov</b>
Bid Contact	<b>Rebecca Cavnar</b> <b>405-297-1525</b> <b>rebecca.cavnar@okc.gov</b>
Bid Contact	<b>Stephen Krausnick</b> <b>405-297-2746</b> <b>stephen.krausnick@okc.gov</b>
Bid Contact	<b>John Randolph</b> <b>405-297-1694</b> <b>john.randolph@okc.gov</b>
Contract Duration	<b>5 years</b>
Contract Renewal	<b>1 annual renewal</b>
Prices Good for	<b>30 days</b>
Pre-Bid Conference	<b>Sep 6, 2023 10:00:00 AM CDT</b> <b>Attendance is optional</b> <b>Location: <a href="#">Click here to join the meeting</a> Meeting ID: 238 739 283 346 Passcode: mJdYDA Or call in (audio only) +1 405-534-4946,,105634784# United States, Oklahoma City Phone Conference ID: 105 634 784#</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	<b>Security Services for the Utilities Department and Facilities Department.</b>

**Item Response Form**

Item **RFP OCWUT 06-24-01-01 - Security Services see Proposal form C - Rate Card**

Quantity **1 each**

Prices are not required for this item.

Delivery Location **City of Oklahoma City and its Trusts**

Sub Bid Package for Location(s)

N/A

Oklahoma City OK 73102

**Qty 1**

**Description**

Add pricing to Rate Card, Proposal Form C

2024

Mark Keesee  
Administrative Specialist  
Utilities Department  
**The City of Oklahoma City**  
[Mark.keesee@okc.gov](mailto:Mark.keesee@okc.gov)

**RFP OCWUT 06-24 REQUEST FOR PROPOSALS FOR SECURITY  
SERVICES FOR UTILITIES FACILITIES**

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## **RFP OCWUT 06-24 Request for Proposals for Security Services for Utilities Facilities**

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(Published in the Journal Record August 16, 2023, and August 23, 2023)

### **NOTICE TO PROPOSERS**

Notice is hereby given that Oklahoma City Water Utilities Trust 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 18<sup>th</sup> day of October 2023, for the following:

**Proposal Number:** RFP OCWUT 06-24 **Title:** Security Services for the Utilities Facilities

**A Non-Mandatory Pre-Proposal Conference will be held September 6, 2023 beginning promptly at 10:00 AM CST online in Teams. [Click here to join the meeting](#)** Meeting ID: 238 739 283 346 Passcode: mJdYDA **Or call in (audio only)** [+1 405-534-4946,,105634784#](#) United States, Oklahoma City Phone Conference ID: 105 634 784#

The City of Oklahoma City and its Trusts have partnered with Periscope, Inc. to accept proposals electronically. You are invited to submit a proposal electronically through the Periscope system to supply the professional services, products, or systems specified in the electronic proposal packet. 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.bidsync.com> 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>.

A copy of the City Guidelines and Procedures for Professional Consultant Selection may be obtained from the Office of the City Clerk at the above referenced address. Proposals shall be made in accordance with the Notice to Proposers, General Instructions and Requirements for Proposers, Oklahoma Open Records Act and Confidential Information, and the RFP proposal packet, which are a part of the complete electronic proposal packet. A sample Non-Discrimination, Anti/Non-Collusion Affidavit and Vendor Registration form is attached for the Proposer's reference and will be completed prior to contract approval. By submitting a proposal for services, the Proposer certifies that they, 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 City and its Trusts reserve the right to waive formalities, irregularities and defects in any or all proposals, except as otherwise required by law. The City and its Trusts reserve 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 a Pricing Agreement/Contract with any proposer; and to solicit new or different proposals. The City and its Trusts reserve the right to negotiate and/or contract with one or more

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proposers for all or a portion of any proposal or proposed services.

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 4:00:00 p.m. deadline, on the above mentioned date. There will be no exceptions to this policy.

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### **1. INTENT OF REQUEST FOR PROPOSAL**

The Oklahoma City Water Utilities Trust (OCWUT), “Contracting Entity,” is requesting proposals from interested firms (Proposers) for professional (RFP) for Security Services for Utilities Department and Facilities.

**The initial term of the resulting Professional Services Agreement shall be effective for a period of five (5) years, as approved by Contracting Entity, with the option to renew for one (1) additional five (5) year term.**

The term "Contracting Entity" as used throughout these specifications shall mean Oklahoma City Water Utilities Trust (OCWUT). However, should The City of Oklahoma City or a PUBLIC TRUST of which The City of Oklahoma City is beneficiary, choose to avail itself of goods or services from the resultant Professional Services Contract(s), the contracted vendor(s) will honor the terms and conditions, including price, of the Professional Services Contract(s). Should a related agency desire to use these services the Contracting Entity and the agency will meet and agree on a change request including described fees and services.

The Proposer shall provide a sufficiently detailed written proposal with accompanying statement of work, and resource commitment plan as further detailed in this RFP. Contracting Entity has provided a standardized Professional Services Agreement (Exhibit A) used for contracting all professional services. City support staff and the selected contractor can quickly finalize the Agreement using components of the Proposal if it is sufficiently detailed and accurate. Firms that provide a clear, detailed proposal will receive more consideration than contractors providing general responses that are not responsive to the requirements of this RFP.

Any capitalized terms not defined in Section 1 through 5 of this RFP will have the meaning set forth in the Professional Services Agreement. If there is anything contained in the RFP that is deemed inconsistent with, or conflicts with, the PSA, the PSA will control. Captions, headings, subheadings, headers and footers, are for ease of reference only and do not constitute a part of this RFP.

### **1.1 Contents of Remaining Request for Proposal Sections**

The remainder of this RFP is divided into the following sections:

**Section 2: Procurement Process, Schedule, Terms and Conditions** – Presents the RFP process including the presently contemplated schedule.

**Section 3: Proposal Requirements / Minimum Qualifications** – Presents the requirements and gives instructions for the preparation of the Proposals.

**Section 4: Evaluation Criteria and Evaluation/Selection Process** – Includes the criteria and evaluation process by which the Proposals (including all supplemental information) will be evaluated.

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**Section 5: Scope of Services** – Includes the scope of the Project and requirements for the proposed services.

## 2. PROCUREMENT PROCESS, SCHEDULE, RFP TERMS AND CONDITIONS

### 2.1 PROCUREMENT PROCESS AND SCHEDULE

The preliminary procurement process and schedule is shown below in Table 2.1. All of the activities and dates shown in Table 2.1 are subject to change.

Table 2.1 - Procurement Process and Schedule

<u>Major Activity</u>	<u>Dates</u>
1. OCWUT Authorizes Issuance of RFP	August 15, 2023
2. RFP is available to Proposers in Periscope	August 16, 2023
3. Pre-proposal meeting	September 6, 2023, at 10:00 am
4. Last Date for Contracting Entity to receive Questions on this RFP	September 15, 2023
5. Contracting Entity issues Final Addenda if needed	September 19, 2023
6. Proposals Due	October 18, 2023

### 2.2 Proposal Submission, Time, Date and Place

The Proposals are due before 4:00:00 p.m. CST on the date set forth in Table 2.1 to this RFP and the Proposers will submit their Proposals in the electronic bidding application, Periscope.

The submittal of the Proposals to Contracting Entity in Periscope on the above date and prior to specified time is solely the responsibility of the Proposer. Proposals will not be allowed to be submitted after the specified time.

### 2.3 Contact Person and Additional Information

The Periscope contact person for this RFP is:

Mark Keesee  
The City of Oklahoma City Utilities Department  
420 W. Main Street, Suite 500  
Oklahoma City, Oklahoma 73102  
Email: [WW-procurement@okc.gov](mailto:WW-procurement@okc.gov)

Request for additional information or clarification on this RFP must be submitted in Periscope no later than the date shown in Table 2.1 of this RFP. Contracting Entity will issue responses to inquiries and any other corrections or amendments it deems necessary as addenda via Periscope on or prior to the date shown in Table 2.1 of this RFP.

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### **2.4 Interpretations and Addenda**

No interpretation, explanation or clarification of this RFP, including without limitation, the Appendices hereto, by any official, employee, consultant, attorney or other representative of Contracting Entity will be considered authoritative or binding to Contracting Entity unless contained in written addenda to this RFP. Contracting Entity will not be bound by any information, explanation, clarification or any interpretation, oral or written, by whoever made it, which is not incorporated into a written addendum to the RFP. All addenda will be posted in Periscope. All such addenda will become part of this RFP and all interested parties will be bound by such addenda.

### **2.5 Request for Proposal Process**

It is presently contemplated that the RFP process will be as described in this RFP. However, Contracting Entity and the General Manager of OCWUT (General Manager or designee) reserve the right to deviate from this process.

#### **2.5.1 Non-Mandatory Pre-Proposal Meeting**

A non-mandatory pre-proposal meeting will be held on TEAMS at 10:00 am CST on the date shown in Table 2.1. Verbal responses to questions during the non-mandatory pre-proposal conference and throughout the entire RFP process are for informational purposes only and cannot be relied upon.

#### **2.5.2 Pre-Proposal Questions**

Verbal responses to questions during the meeting and throughout the entire RFP process are for informational purposes only and cannot be relied upon.

To obtain answers to questions and clarifications which can be relied upon, questions from Proposers must be submitted in Periscope prior to the date shown in Table 2.1 of this RFP. Responses to questions or clarifications will be addressed through addenda to this RFP posted in Periscope. Request for additional information will be responded to by posting the additional information in Periscope and by notifying all Proposers of the availability of such additional information via Periscope. A list of additional electronic information posted to the electronic document site will be maintained and made available to Proposers through Periscope.

#### **2.5.3 Evaluation of Proposals**

Section 4 of this RFP contains the evaluation criteria and the evaluation process to be used to evaluate the Proposals and select a Proposal.

### **2.6 Rights of Contracting Entity**

By issuing the RFP, Contracting Entity reserves the following rights.

- a) This RFP constitutes an invitation to submit Proposals to Contracting Entity. This RFP does not obligate Contracting Entity to procure or contract for any of the scopes of services set forth in this RFP.
- b) To reject any or all Proposals.
- c) To cancel this RFP with or without the substitution of another RFQ and/or RFP.

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- d) To select and enter into negotiations with the Proposer or Proposers that submitted the most advantageous Proposal, in the sole judgment of Contracting Entity.
- e) To request or require a Best and Final Offer (BAFO) from any or all Proposers.
- f) To cease or suspend negotiations with any Proposer at any time and to engage in negotiations with another Proposer.
- g) To enter into a Professional Service Agreement with the Proposer whose Proposal is determined, in the sole judgment of Contracting Entity, to be in the best interest of Contracting Entity.

### **2.7 Rights of the General Manager and/or Designee**

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

- a) To prepare and issue modifications and/or addenda to this RFP prior to the receipt of the Proposals that may change, expand, restrict, or cancel any portion or all work or other items described in this RFP.
- b) To receive questions, including assumptions and exceptions, from Proposers prior to the date listed in Table 2.1 and to provide such answers as it deems appropriate.
- c) To change the date for receipt of Proposals or any deadlines and dates specified in this RFP.
- d) To change the procurement and/or selection process.
- e) To waive any minor informalities in the Proposals.
- f) To determine that a Proposal does not qualify for evaluation.
- g) To conduct investigations with respect to the information provided by each Proposer and to request additional information to support such Proposer's responses and submittals.
- h) To seek clarification of Proposals from Proposers.
- i) To determine if a Best and Final Offer process is or is not in the best interest of Contracting Entity.

### **2.8 Cost Incurred by Proposers**

All expenses involved with the preparation and submission of Proposals to Contracting Entity, interviews or any work performed in connection there with will be solely borne by the Proposers and their subcontractor or agents and will not be reimbursed by the Contracting Entity.

### **2.9 Disclaimer of RFP Agency**

The Contracting Entity and its agents assume no responsibility for the completeness or the accuracy of the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process. Without limiting the generality of the foregoing, the Contracting Entity or its agents will not be bound by or responsible for any explanation or interpretation of the RFP documents other than those posted in Periscope. In no event should Proposers rely on any oral statement by Contracting Entity or its staff, agents, advisors, or consultants.

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### **2.10 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 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. The Contracting Entity for this RFP will be comprised of the Trustees of the Contracting Entity.

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:

1. Private, non-business, contacts with the Contracting Entity by the Proposer's employees acting in their personal capacity.
2. Business contacts outside of this solicitation that the Contracting Entity may have with the Proposer.
3. Presentations and/or responses to inquiries initiated by the Contracting Entity.
4. Pre-bid or pre-Proposal conferences.
5. Discussions with the General Manager and his/her designees, City Procurement officer, departmental contact, or others as outlined in the RFP.

### **2.11 Whole Agreement**

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

### **2.12 Right to Reject**

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 a contract 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 services. The Contracting Entity reserves the right to award the contract to the next most qualified respondent if the successful respondent does not execute a contract within 45 days after award of the proposal.

### **2.13 Consequence of Proposal Submission**

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

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*any fact or condition.* Statistical data that may be contained in the RFP or any addenda thereto is for informational purposes only.

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

1. The Contracting Entity shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal;
2. Acceptance of a proposal by the Contracting Entity obligates the Proposer to enter into an Agreement with the Contracting Entity in accordance with this RFP, as proposed by the Proposer and selected by the Contracting Entity; and
3. The Agreement shall not be binding or valid against the Contracting Entity unless and until it is executed by the Contracting Entity and the selected Proposer.
4. The Contracting Entity has the final authority for approving any Agreement.

### **3. PROPOSAL REQUIREMENTS/MINIMUM QUALIFICATIONS**

#### **3.1 Minimum Qualifications**

All Proposers must meet the minimum qualification standards set forth within the RFP. Proposers that do not meet these minimum qualifications will not be considered. All proposals must contain all items listed in this Section 3. In addition, the information in the proposal must show that the following minimum qualifications have been met.

##### **3.1.2 Professional Qualifications**

The Contractor must have properly trained and certified security professionals. Must be licensed and insured. **Copies of all licenses applicable to this type of work that your company possesses must be attached to this proposal.**

The Contractor shall be responsible for instructing employees in safety measures considered appropriate. The Contractor shall ensure that personal protection equipment is provided.

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### **3.1.3 Prior Contract Performance**

Proposer must not have been released from a prior contract due to performance-related issues or breach of contract. Proposers must complete and submit the attached certified statement (Proposal Form 1) as to whether or not there are any outstanding legal actions against the Proposer or any of the owners, and a brief description of any such action, and a description of any settled or closed legal action against the Proposer or any of the owners for the past ten (10) years.

### **3.2 Proposal Format and Contents**

The proposal must be typed and clearly legible so as to convey to the respective trust the Proposer's ability to undertake the required services. Proposal pages must be numbered. No marketing brochures may be included in the Proposals.

### **3.3 Title Page**

The Title Page should have the name of the Proposal, which is "Proposal for Security Services for Utilities Department and Facilities". The page should indicate clearly the name of the company submitting the Proposal and the name, address, and phone number of the Proposer's designated contact person along with an email address for the contact person. The Proposer's designated contact person is the individual who will be the main point of contact for Contracting Entity to communicate with regarding this procurement.

### **3.4 Table of Contents**

The Table of Contents should follow the major requirements outlined in this Section 3.4. Tables, illustrations, figures, and appendices should be indicated in the Table of Contents.

### **3.5 Executive Summary**

The Executive Summary should be a non-technical review that highlights the key features of the Proposer's approach to the Project. Where the Proposer includes more than one entity, the Proposal should indicate the headquarters of each of the Project Team entities with a brief description of the role of each of the entities on this Project. Relevant experience of each entity as well as key management staff who will be assigned to this Project should be highlighted.

### **3.6 Outline of Proposed Scope – Technical Approach**

Proposer shall provide a narrative description of their proposal, including their technical approach in performing the Scope of Services. Describe the deliverables to be created, including any technical reports, final recommendations/analysis, document, models, and any presentation media to be provided.

### **3.7 Personnel Assigned**

The Proposer shall provide:

1. Organization chart detailing the names, addresses, offices, cellular telephone numbers and email addresses of the individuals in the organization who will act as the key contacts to Utilities Department personnel.

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2. Chain of command/escalation path to ensure clear communications.
3. Any sub-contractors that will be used, including the names and resumes of personnel assigned to the project, and their respective roles and responsibilities.

### **3.8 Expert/Demonstrated Experience**

The Proper shall provide an overview of their firm to include:

1. History of the firm, company background, years in business, and parent company information if applicable. Any pending mergers, acquisitions, or reorganizations shall be disclosed in the proposal and throughout the duration of the resulting contract.
2. Location of closest office
3. Total number of customers
4. Total number of employees for the organization
5. Firms duration and experience with the Scope of Service requirements

### **3.9 Schedule**

The proposer shall submit a schedule for the Security Services for Utilities Department and Facilities with their proposal. The schedule must meet the requirements set forth in the RFP's Scope of Work.

### **3.10 Statement of Fees**

The Proposer shall provide all materials, labor, equipment, and other support resources to provide professional Security Services for Utilities Department and Facilities in accordance to the scope of services defined in Section 5 of the RFP. Proposal Form 3 must be electronically filled out and submitted with each proposal.

### **3.11 Proposal Forms**

The Proposer shall properly complete the following forms in Periscope:

- 1) Proposal Form A – Proposer's References
- 2) Proposal Form B – Certified Statement
- 3) Proposal Form C – Rate Card
- 4) Proposal Form D – Security Personnel Roster

The proposed monthly fee provided in Proposal Form 3 shall cover all costs that the Proposer will incur in providing the services as described in the Scope of Services contained in Section 5 within this RFP.

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### **4. EVALUATION CRITERIA AND EVALUATION/SELECTION PROCESS**

#### **4.1 General**

As used in this Section 4, the words “Proposal” and “Proposals” and the various sections thereof means the Proposals uploaded to Periscope on the date and time set forth in Section 2.2 of this RFP, plus any and all addenda, supplemental information, answers to questions, interviews and other data and information available to the Contracting Entity and Consultants from the Proposers or otherwise.

#### **4.2 Evaluation**

The evaluation of the Proposals by the Selection Committee will be based on the following criteria:

- 1) Technical Approach
  - a. Compliant Proposal
  - b. Proposed Scope and Preventive Schedule
  - c. Projects and References
- 2) Cost Proposal

For the purposes of the Selection Committee’s evaluation and for the purposes of the Proposer’s preparation of its Proposals, the evaluation criteria are described in the following sections.

##### **4.2.1 Technical Approach**

The overall quality and completeness of the Proposer’s technical approach to meeting Contracting Entity’s objective and Performance Standards will be considered. The proposer’s proposed schedule and experience will be evaluated.

##### **4.2.2 Cost**

The total cost to meet the requirements of the scope of services will be considered as part of the overall evaluation. After the Technical Proposals have been evaluated, the Cost Proposals will be evaluated and scored and the weighted average of the Technical Proposal and Cost Proposal will comprise the final total rating.

#### **4.3 Evaluation and Selection Process**

The Selection Committee will consider the proposed costs for all proposal items identified herein together with the contractor qualifications and reputation in order to form the basis for its selection decision. Contracting Entity reserves the right to reject any and all proposals determined to be non-responsive to the Request for Proposal. The Selection Committee will evaluate and rank the

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proposals received. Selection is based upon the Proposer’s responsiveness to the RFP, Outline of Proposed Scope, Related Experience, Personnel Assigned, Schedule, and Pricing Sheet.

Selection will not be limited to cost alone. Other factors, such as expertise may be considered essential. The Contracting Entity reserves the right to choose the best overall Proposer for each individual program of services. The Contracting Entity reserves the right to waive immaterial irregularities in the proposals. Contracting Entity reserves the right to request oral presentations from those offerers determined to be in compliance with the requirements and use the information derived from the oral presentations, if any, in the evaluation. Any expenses incurred by the Proposer(s) in order to make oral presentations will be borne by the Proposer(s).

### **4.4 Negotiations**

Upon completion of the evaluation, the Selection Committee shall present a formal recommendation to the Contracting Entity requesting authorization to negotiate with the top-ranked Proposer(s). If for any reason during the course of negotiations with a Proposer, the Contracting Entity determines that a reasonable agreement cannot be negotiated, the Contracting Entity reserves the right to suspend negotiations with the Proposer, contact the next ranked Proposer and begin negotiations for the purpose of signing an agreement with that Proposer. The Contracting Entity further reserves the right to enter into simultaneous negotiations with two or more Proposers if reasonably competitive proposals are received. The Contracting Entity has the final authority for approving any Agreement.

### **4.5 Proposal Award**

The Contracting Entity reserves the right to award this PROFESSIONAL SERVICES AGREEMENT to a single Contractor or to multiple Contractors, whichever is deemed to be in the Contracting Entity's best interest. In the event of a multiple award, the Contracting Entity will use its judgment to determine the vendor best suited to perform work on a case by case basis taking into account all factors. The Contracting Entity reserves the right to award this contract by line item, by group of items, or all items of the proposal; to reject any or all proposals or to award the contract to the next most qualified respondent if the successful respondent does not execute a contract within 45 days after award of the proposal.

## **5. SCOPE OF SERVICES**

### **5.1 TECHNICAL SPECIFICATIONS**

Pricing must be submitted through the attached Rate Card Proposal Form C.

#### ***Current locations to be serviced***

<b>Facility</b>	<b>Physical Address</b>	<b>Frequency</b>
Line Maintenance Facilities and Overholser Water Treatment Plant	501, 601, 606 & 621 N. Pennsylvania	Daily - 24 hours a day, 7 days per (week including holidays)

## RFP OCWUT 06-24 Request for Proposals for Security Services for Utilities Facilities

Lake Stanley Draper Boat Dock	8301 S.E. 104 <sup>th</sup> Street	April 1 – November 15, Between 10:00 p.m. to 6:00 a.m.
<ul style="list-style-type: none"> <li>• Campground</li> <li>• Concession Area</li> <li>• Dry Storage Lot</li> <li>• Inlet Flow Meter</li> </ul>		
Maintenance Shop		
<ul style="list-style-type: none"> <li>• Off-Road Vehicle</li> </ul>		
Parking Lot		
<ul style="list-style-type: none"> <li>• R&amp;C Building</li> </ul>		

### 5.2 On-Call and Additional Services

On call services may be required for limited duration due to local, regional or national incident. On-call services may be required at locations below or any other City of Oklahoma City locations in the metro area.

Facility	Physical Address
Lake Hefner Water Treatment Plant	3827 W. Hefner Road
Draper Water Treatment Plant	13700 S. Douglas Blvd.
Customer Services and SAP Administration	One North Walker
Utilities Administration	420 West Main Street
Tinker Ranger Station	10401 West Stanley Draper Drive

The Utilities Department may request as on-call or additional personnel by providing twenty-four (24) hour advanced notice at the contracted rate. Proposer will be required to respond to on-call and/or additional service request from the Contracting Entity within two hours upon receiving request. Proposer shall maintain a reasonable number of trained backup personnel ready to assume assignment at assigned location upon request by Contracting Entity.

On-call security services locations may include:

**Mileage for “On-Call” or “Additional Services”:** Proposer will be compensated for mileage from home to assigned location and return home. Proposer will provide valid mileage using an internet site on driving directions. Compensation will be based on IRS Standard Mileage Rates for Business website <https://www.irs.gov/newsroom/irs-issues-standard-mileage-rates-for-2023-business-use-increases-3-cents-per-mile>

### ***Uniforms, Equipment and Supplies***

Security firm shall furnish, install, operate and maintain, in acceptable condition at no cost to the Contracting Entity, all material, equipment and supplies including flashlights, handcuffs, radios, cellular phones, and security vehicles necessary to fully perform the specific security services. The

## **RFP OCWUT 06-24 Request for Proposals for Security Services for Utilities Facilities**

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security vehicles shall be clearly marked and shall include emergency beacons on each vehicle. In performance of this work, firm shall be responsible for obtaining all necessary permits, licenses, and frequencies, and complying with all applicable federal, state and municipal laws.

### **5.3 Qualifications**

The proposer is expected to meet the following minimum qualifications:

1. Security Firm
  - a. Ability to begin full operations of security services upon execution of contract.
  - b. Provide experienced and high quality CLEET certified security officers.
  - c. The Proposer shall be responsible for maintaining satisfactory standards of employees' competency, conduct, appearance, and integrity, and shall be responsible for asking such disciplinary action with respect to said employees as may be necessary.
  - d. The Proposer shall describe how activities will be supervised and how standards will be met.
  - e. A security procedure manual, provided by the proposer, shall contain the basic procedures for the protection of the Utilities Department and Lake Facilities.
  - f. Provide security personnel roster that includes the name of any officer that may be assigned to provide security services.
2. Security Personnel
  - a. Possess and present a valid and current security guard registration card, with photo identification, as issued pursuant CLEET.
  - b. Preference will be given to off duty commissioned officers with jurisdiction in Oklahoma City limits.
  - c. Have a valid Class D Oklahoma Driver's License.
  - d. Possess at least twelve (12) months experience as a security guard, security officer, or commissioned police officer.
  - e. Security personnel shall, at all times, wear their commissioned uniforms or a clearly marked security uniform. The uniform shall be clearly visible at all times.
  - f. Must speak and write English fluently.

### **5.4 General Responsibilities and Duties**

Responsibilities and duties for security personnel will vary based upon assigned location. General responsibilities and duties include, but not limited to:

- Compliance with specific procedures and tasks for each assigned location.
- Ensure that all uniformed personnel provided under this contract are on time, alert, and capable of performing the assigned duties.
- Assure continuity of each guard assigned to a post.
- Patrol assigned premises to prevent and detect signs of intrusion and ensure security of doors, windows, and gates using surveillance equipment, marked security vehicle, or on foot.

## **RFP OCWUT 06-24 Request for Proposals for Security Services for Utilities Facilities**

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- Monitor and authorize entrance and departure of employees, visitors, and other persons to guard against theft and maintain security of premises.
- Write and maintain reports of daily activities and irregularities, such as equipment or property damage, theft, presence of unauthorized persons, or unusual occurrences.
- Contact police or fire departments in cases of emergency.
- Escort any unauthorized persons off the premises.
- Some assigned areas may require a combination of fixed hours at a security guard booth and roving patrols. Security officer should adhere to the patrol schedule as outlined in the agreement or as directed by the Contracting Entity.

### ***Line Maintenance/Overholser WTP Facility Responsibilities and Duties***

- The Line Maintenance/Overholser WTP Facility will require an adequate amount of security personnel to keep the site safe and secure for all employees.
- Security personnel will perform a patrol of the employee parking lot twice in the morning and twice in the afternoons at varying times.
- Security personnel will patrol the entire facility every 60 minutes from 6:00pm to 6:00am. Actual patrol time must be varied to prevent intruders from learning a schedule. The Security firm must propose an electronic verification procedure with reporting to Contracting Entity of required patrols and other actions.
- Security personnel must ensure Fleet Shop doors are secure at night.
- Security personnel will emphasize their patrols on securing the perimeter fencing and focusing on areas with recent intrusion activity.
- Security personnel will contact police immediately if they cannot escort unauthorized persons off the premises.
- Provide daily reports and if applicable police reports to designated facility personnel.

### ***Compliance with Applicable Law and City Rules***

The Proposer covenants and agrees that he, his agents, 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, at his own expense, obtain all necessary permits, pay all license fees, and taxes to comply with all municipal, state and federal laws, rules, and regulations applicable to business to be conducted under this contract. Further, the Proposer agrees that he, his agents, employees will abide by all rules and regulations as set forth by the City. The Proposer and/or his employees shall be responsible for their own parking, if it is not available at the facilities listed.

### **5.5 Payment/Invoice**

Payments will be processed promptly after completion of delivery of ordered items and after receipt of properly prepared invoices. The original invoice must be mailed directly to the Oklahoma City Water Utilities Trust, Attn: Finance Operations, 420 West Main, Suite 500, Oklahoma City, OK 73102. In addition, invoices and payment correspondence may be emailed to [wwfinancepayables@okc.gov](mailto:wwfinancepayables@okc.gov). Copies of invoices may be sent to other addresses upon

## **RFP OCWUT 06-24 Request for Proposals for Security Services for Utilities Facilities**

request. However, if the original invoice is sent to any other address, payment will be delayed, or may not be processed at all.

Invoices must contain the following information:

- a. Proposer's name and address
- b. Ship to address (department name)
- c. Purchase order number - **MUST BE INDICATED ON THE INVOICE**
- d. Itemization of each item purchased to include:
  - i. description/stock number
  - ii. unit price
  - iii. quantity
  - iv. unit of issue (each, box, dozen, pound, etc.)
  - v. total price
- e. Total amount of invoice
- f. Date of delivery

\*Invoices should not reflect any outstanding backorders.

### **5.6 Cost Adjustment Terms**

Prices shall remain firm throughout the first twelve months of the contract period. At the request of the proposer, unit prices can be adjusted annually based on the year-over-year increase or decrease in the U.S. Bureau of Labor's Consumer Price Index, South Region. To find the CPI-U (South Region, All Urban Consumers), go to [www.bls.gov/cpi](http://www.bls.gov/cpi). Charts are available on this website to show CPI for the previous 10 years.

For purposes of calculating an adjustment for the ensuing year, the base rate for the adjustment shall be the Target unit cost and labor rates in effect on the last day of the previous twelve months of the Agreement. Adjustments to the unit prices will be made only in units of one cent (\$0.01).

Cost adjustments are calculated in the following manner:

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

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

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

A valid written request consists of the following:

- Letter requesting price increase(s) must be submitted on your company letterhead along with the combined CPI<sub>n</sub> and CPI<sub>o</sub> chart from [www.bls.gov/cpi](http://www.bls.gov/cpi).
- Signed by an officer or someone authorized to execute contracts on company's behalf
- Reference the assigned contract number

## **RFP OCWUT 06-24 Request for Proposals for Security Services for Utilities Facilities**

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- Reference the Contracting Entity’s proposal number
- Reference the title of the contract (e.g. Hefner Water Treatment Plant – Emergency Generators, etc.)
- Must be submitted to: The City of Oklahoma City, Utilities Department, Contracts Administration Section, 420 W. Main Street, Ste. 500, Oklahoma City, OK 73102. Requests emailed to [ww-procurement@okc.gov](mailto:ww-procurement@okc.gov) are acceptable.

### **5.7 Safety Data Sheet**

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

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

In all instances, the Proposer shall furnish the safety data sheets with the products at delivery, and shall comply with all local, state and federal laws providing for identification of materials transported to the Contracting Entity. The appropriate proposal number, Agreement/Contract number, delivery ticket number, or invoice number shall be clearly marked on the safety data sheet or the composite concentration lists. Information regarding Safety Data Sheets can be found on-line at <https://www.osha.gov/Publications/OSHA3514.html>. Any question regarding this requirement should be directed to the following address:

Oklahoma City Risk Management Division  
420 W. Main Street, Suite 630  
Oklahoma City, Oklahoma 73102  
(405) 297-3891

### **5.8 Insurance Requirements**

The following insurance requirements are applicable and must be obtained prior to contract award if the proposal submitted includes on-site installation, on-site maintenance services or other repair services to be performed on City of Oklahoma City or Trust property, or if insurance coverage is otherwise requested by the City or any of its participating Trusts.

**Liability and Property Damage Insurance:** The Contractor assumes all risk incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save The City of Oklahoma City and its’ Trusts harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Contractor’s operations and

## **RFP OCWUT 06-24 Request for Proposals for Security Services for Utilities Facilities**

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transportation of the City's equipment to and from repair site regardless of fault and arising from acts or omissions of its employees regardless of fault and shall indemnify, defend, and save harmless The City of Oklahoma City and its' Trusts from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation.

In this connection, the Contractor shall carry Worker's Compensation in accordance with State Laws and General Liability Insurance in the following amounts:

Property Damage Liability - Limits shall be carried in the amount of not less than twenty-five thousand dollars (\$25,000) to any one person for any number of claims for 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 the amount not less than one hundred seventy-five thousand dollars (\$175,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.

Single Occurrence or Accident Liability - In an amount not less than one million dollars (\$1,000,000) for any number of claims arising out of a single occurrence or accident.

Automobile Liability – The contractor shall maintain insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired equipment's when said equipment is utilized to meet the requirements of this contract.

The insurance policies shall be issued by a company authorized to do business in the state of Oklahoma and acceptable to The City of Oklahoma City and its' Trusts. The City shall be furnished with a Certificate of Insurance evidencing all of the above-referenced requirements and shall state that such insurance shall not be changed or canceled without ten days prior written notice to The City of Oklahoma City. 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 Contractor shall also provide tail coverage that extends a minimum of two years from the expiration of the Contract. Certificates of Insurance shall be delivered to The City of Oklahoma City prior to contract award. **The City of Oklahoma City and Contracting Entity shall be listed as the Certificate Holder. The policy description shall state the following: "The City of Oklahoma City and Contracting Entity are additional insured on all policies as required by the contract."**

Unless otherwise approve by the City prior to contract award, self-insured retentions will not be accepted unless accompanied by a bond or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration, or defense expenses not otherwise covered by the Contractor's self-insured retention.



## GENERAL INSTRUCTIONS AND REQUIREMENTS FOR PROPOSERS

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

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

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

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

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

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

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

**13. PAYMENTS AND DISCOUNTS:**

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

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

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

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

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

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

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

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

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

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

**NON-DISCRIMINATION STATEMENT**

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

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

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

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

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

~~Sign Here~~ \_\_\_\_\_  
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]

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



**The City of  
OKLAHOMA CITY**

Updated 2019

(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  DUNS Number - \_\_\_\_\_
- Women-Owned Business - % women owned / controlled \_\_\_\_\_%
- Minority-Owned Business - % Minority owned / controlled \_\_\_\_\_%

Ethnicity(ies) \_\_\_\_\_

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

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

Do you 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 \_\_\_\_\_

## OCWUT 06-24 Security Services for Utilities Department and Facilities

### REFERENCE FORM A

Complete each item for all (3) three references. Additional references may be supplied by bidder.

<b>Reference No. 1</b>	
Company Name:	
Address:	
City, State, Zip Code:	
Assignment:	
Date of Request:	
Contact person with the company?	
Telephone number for the person listed above:	
How long has this reference been your customer?	

<b>Reference No. 2</b>	
Company Name:	
Address:	
City, State, Zip Code:	
Assignment:	
Date of Request:	
Contact person with the company?	
Telephone number for the person listed above:	
How long has this reference been your customer?	

<b>Reference No. 3</b>	
Company Name:	
Address:	
City, State, Zip Code:	
Assignment:	
Date of Request:	
Contact person with the company?	
Telephone number for the person listed above:	
How long has this reference been your customer?	





**OCWUT 06-24: SECURITY SERVICES FOR UTILITIES DEPARTMENT AND  
FACILITIES  
Proposal Form C - Rate Card**

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

<b>Security Services</b>	
1). OCWUT 06-24 – Lake Stanley Draper: From: 6AM to 6PM REGULAR rate per hour See bid packet for location(s)	Quantity: 1 hour \$ <input type="text"/>
2). OCWUT 06-24 – Lake Stanley Draper: From: 6PM to 6AM REGULAR rate per hour. See bid packet for location(s)	Quantity: 1 hour \$ <input type="text"/>
3). OCWUT 06-24 – Lake Stanley Draper: From: 6AM to 6PM HOLIDAY rate per hour. See bid packet for location(s)	Quantity: 1 hour \$ <input type="text"/>
4). OCWUT 06-24 – Lake Stanley Draper: From: 6PM to 6AM HOLIDAY rate per hour. See bid packet for location(s)	Quantity: 1 hour \$ <input type="text"/>
5). OCWUT 06-24 – Line Maintenance Facility/Overholser: From: 6AM to 6PM REGULAR rate per hour. See bid packet for location(s)	Quantity: 1 hour \$ <input type="text"/>
6). OCWUT 06-24 – Line Maintenance Facility/Overholser: From: 6PM to 6AM REGULAR rate per hour. See bid packet for location(s)	Quantity: 1 hour \$ <input type="text"/>
7). OCWUT 06-24 – Line Maintenance Facility/Overholser: From: 6AM to 6PM HOLIDAY rate per hour. See bid packet for location(s)	Quantity: 1 hour \$ <input type="text"/>
8). OCWUT 06-24 – Line Maintenance Facility/Overholser: From: 6PM to 6AM HOLIDAY rate per hour. See bid packet for location(s)	Quantity: 1 hour \$ <input type="text"/>

<p>9). OCWUT 06-24 – Additional Locations as Needed. From: 6AM to 6PM REGULAR rate per hour. See bid packet for location(s)</p>	<p>Quantity: 1 hour \$ <input type="text"/></p>
<p>10). OCWUT 06-24 – Additional Locations as Needed. From: 6PM to 6AM REGULAR rate per hour. See bid packet for location(s)</p>	<p>Quantity: 1 hour \$ <input type="text"/></p>
<p>11). OCWUT 06-24 – Additional Locations as Needed. From: 6AM to 6PM HOLIDAY rate per hour. See bid packet for location(s)</p>	<p>Quantity: 1 hour \$ <input type="text"/></p>
<p>12). OCWUT 06-24 – Additional Locations as Needed. From: 6PM to 6AM HOLIDAY rate per hour. See bid packet for location(s)</p>	<p>Quantity: 1 hour \$ <input type="text"/></p>
<p>13). OCWUT 06-24 – Cost of Security vehicle to patrol at Lake Stanley Draper Per Day.</p>	<p>Quantity: 1 day \$ <input type="text"/></p>
<p>14). OCWUT 06-24 – Cost of Security vehicle to patrol at Draper Water Treatment Plant Per Day.</p>	<p>Quantity: 1 day \$ <input type="text"/></p>
<p>15). OCWUT 06-24 – Cost of Security vehicle to patrol at Water Line Maintenance Facility Per Day.</p>	<p>Quantity: 1 day \$ <input type="text"/></p>
<p>16). OCWUT 06-24 – Cost of Security vehicle to patrol at Overholser plant Per Day.</p>	<p>Quantity: 1 day \$ <input type="text"/></p>
<p>17). OCWUT 06-24 – Cost of Security vehicle to patrol at Additional Location(s) as needed Per Day.</p>	<p>Quantity: 1 day \$ <input type="text"/></p>
<p><b>Comments:</b></p>	<div style="border: 1px solid black; height: 100px;"></div>



## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) entered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (“Consultant”), and \_\_\_\_\_ (“Trust”), a public trust organized pursuant to the laws of the State of Oklahoma, and the City of Oklahoma City (“Oklahoma City”), a municipal corporation organized under the laws of the State of Oklahoma (hereinafter the term “Clients” shall mean the Trust and Oklahoma City collectively).

### WITNESSETH:

**WHEREAS**, on \_\_\_\_\_, the Trust prepared a Request for Proposals (“RFP”) seeking \_\_\_\_\_; and

**WHEREAS**, on \_\_\_\_\_, the Trust received responses to its RFP; and

**WHEREAS**, a steering committee reviewed the responses and interviewed potential consultants; and

**WHEREAS**, the Consultant represented itself, both in its response (“Proposal”) and its interviews (“Interviews”) as an expert in this field with skilled professionals willing, able, and capable of timely providing the professional services requested and required by the Clients in the RFP; and

**WHEREAS**, based upon the representations, guarantees, and warranties expressed by the Consultant both in the Proposal and the Interviews, the steering committee recommended and the Trust selected and entered this Agreement with the Consultant; and

**WHEREAS**, Client retains Consultant to provide professional services as an independent contractor; and

**WHEREAS**, Consultant agrees to provide Clients all professional services, in accordance with the standards exercised by experts in the field, necessary to provide the

Client 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 Clients and Consultant hereby mutually agree as follows:

**1. Professional Services Agreement**

Subject to the terms and conditions of this Agreement, Clients retains Consultant, an independent contractor, to provide Clients all professional services, in accordance with the standards exercised by experts in the field, necessary to provide the Clients 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 Consultant to the Clients. 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 Clients and Consultant with respect to the services, products, solutions and deliverables to be provided by Consultant 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 17, and any language, term, condition, or provision any Attachment, the text of this document, Professional Service Agreement pages 1 through 17 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 and Scope of Services”),**  
**Attachment “B” (“Project Presentation ”)**  
**Attachment “C” (“List of Products, Solutions and Deliverables”),**  
**Attachment “D” (“Consultant’s Project Team and Client’s Administrative Team”),**  
**Attachment “E” (“Clients’ Resources”),**  
**Attachment “F” (“Request for Proposals”),**  
**Attachment “G” (“Schedule of Fees”),**  
**Attachment “H” (“Insurance”),**  
**Attachment “I” (“Bonds”),**  
**Attachment “J” (“Letter of Credit”), and then Attachment “K”**  
**(“Consultant’s Interview and Proposal”).**
- 2. Retention of Consultant and Scope of Services**

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

- (1) the timely provision of the Project and the 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”**,
- (3) the timely and successfully complete the Project as defined in **Attachment “C” (“Project Presentation”)**

Consultant will be solely responsible to ensure the Consultant’s Project Team fully understands the Project, the Scope of Services, the Deliverables, the schedule for performance, and the Client’s goals and purposes. Consultant will be solely responsible to ensure the Consultant’s Project Team is adequately trained, instructed, and managed so that Consultant timely provides the Project and satisfies Consultant’s obligations under this Agreement. Consultant may not change the Consultant’s Project Team as set forth on **Attachment “D” (“Consultant’s Project Team and Clients’ Administrative Team”)** without the prior written consent of the Clients’ Contract Administrator. The Clients’

Administrative Team is set forth on **Attachment “D”** (“Consultant’s Project Team and Clients’ Administrative Team”). The Clients’ Contract Administrator is the General Manager of the Trust or designee, as stated in writing.

(b) Consultant 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. Consultant shall obtain all patents, licenses and any other permissions required to provide all services, products, solutions and deliverables and for use of all services, products, solutions and deliverables by the Clients.

### **3. Compensation**

(a) The Trust shall pay Consultant the compensation after completion of milestones as specified in **Attachment “G”** subject to the submission of appropriate documentation and completion and acceptance of all the related services, products, solutions and deliverables. No payment will be due or owing for any incomplete or undocumented milestones, including but not limited to all services, products, solutions and deliverables.

(b) The Client and Consultant acknowledge that the compensation to be paid Consultant pursuant to this Agreement has been established at an amount reasonable for the availability and services of Consultant and Consultant’s Project Team both on site at the request of Client and the services to be performed by Consultant off site and for any and all travel costs and expenses.

(c) Provided however the Client may, in accordance with this Agreement, withhold five (5%) percent of any payment due Consultant as retainage until formal final acceptance of the PROJECT by the Trust after timely completion as set forth on **Attachment “B”**.

(d) Provided further, the Client **may reduce** any milestone payment to Consultant by **one percent** for every calendar day any milestone, including but not limited to any required services, products, solutions and deliverables, **is provided after the date set forth on Attachment “G” (“Schedule of Fees”)**. Such reduction is and shall be deemed liquidated damages for untimely performance specifically and mutually

agreed by the parties and not a retainage and shall not be deemed to waive any rights of the Clients for breach of contract or for failure to perform.

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

(a) The parties hereby acknowledge and covenant that:

(1) Consultant is an independent contractor and will act exclusively as an independent contractor. Consultant is not an agent or employee of the Clients 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 Consultant pursuant to this Agreement shall be due and payable in the State of Oklahoma, even if services of Consultant are performed outside the State of Oklahoma.

(c) The Client 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 Consultant as Consultant is an independent contractor and the members of its Consultant's Project Team are not employees of the Clients or either of them. Any such taxes, if due, are the responsibilities of Consultant and will not be charged to or due from the Trust or the Clients.

(d) Consultant acknowledges that as an independent contractor it and its Consultant Project Team are not eligible to participate in any health, welfare or retirement benefit programs provided by the Clients 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 Clients' Contract Administrator is hereby authorized to issue notices of termination or suspension on behalf of the Clients.** This Agreement can be terminated, with or without cause, upon written notice, at the option of the Clients.

(1) Upon receipt of a notice of termination for the *convenience* from the Clients, Consultant shall (1) immediately discontinue all services and activities (unless the notice directs otherwise), and (2), upon payment for milestones fully performed and accepted, Consultant shall deliver to the Client 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 Clients, the Clients shall pay Consultant for completed milestones, up to the time of the notice of termination for *convenience* services, 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.

(2) Upon notice of termination for *cause* from the Client, Consultant shall not be entitled to any prior or future milestone payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and Consultant shall release and waive any interest in any retainage. **The Clients shall 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 Clients by reason of Consultant’s breach or other cause.** Provided, however, upon notice of termination for cause, Consultant shall deliver to the Client 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.

(3) The rights and remedies of the Clients 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 for to be provided by Consultant under this Agreement.

(b) Upon notice to Consultant, the Clients may issue a stop work order suspending any services, performances, work, products, deliverables, or solutions under this Agreement. The stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required for to be provided by Consultant under this Agreement. In the event the Clients issues a stop work order to Consultant, the Clients will provide a copy of such stop work order to Consultant. Upon receipt of a stop work order issued by the Clients, Consultant shall suspend all work, services and activities except such work, services and activities expressly directed by the Clients in the stop work order. This Agreement, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) days by the Client, without cause and without cost to Clients, upon notice to Consultant; provided however, Consultant 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 Clients' Contract Administrator is hereby authorized to issue stop work orders on behalf of the Clients.

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

Except for the any warranties, indemnification, confidentiality, or insurance required or provided by the Consultant under this Agreement, which shall survive the termination of this Agreement for *convenience* or for *cause*, in the event this Agreement is terminated for convenience hereunder, the Clients shall pay Consultant 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 Clients shall have no further liability under this Agreement to Consultant and Consultant shall have no further obligations to the Clients.

**7. Warranties**

(a) Consultant 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. Consultant 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. Consultant agrees to require all members of the Consultant'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 Consultant.

(b) **Consultant warrants that it has internal quality control procedures in place. The Consultant agrees to utilize these internal quality control procedures as part of the submittal of all work product and that all work products will be so reviewed before submittal to the Client or Client's staff. This internal quality control process review must be performed by a principal and senior staff member of the Consultant other than those members of the Consultant on the Project Team. This senior principal member must be licensed and must have experience and expertise in the issues and practices involved in the work product. Each submittal must be signed by each member of the Consultant who contributed to the work product and must be signed and sealed by the senior principal and include the signature of the senior principal certifying that he or she has carefully and thoroughly read the work product and concurs in the analysis and conclusions. No payments will be paid for any work product which has not been reviewed and certified in accordance with this paragraph.**

(c) During the term of this Agreement, Clients' initial remedy for any breach of the above warranty shall be to permit Consultant one additional opportunity to perform the services, or provide the products, solutions and deliverables within the original milestone time schedule and without additional cost to Clients **but subject to the liquidated damages provision.** If Consultant 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 milestone performance date, the Clients shall be entitled to recover, should the Clients so determine to be in their best interest, any fees paid to Consultant for previously paid milestones including but not limited to, services, products, solutions, and deliverables and Consultant shall make payment within thirty (30) days of a demand by the Clients or the Trust. Should Consultant fail to reimburse the Clients or Trust within thirty (30) days of demand, the

Clients shall also be entitled to interest at 1.5% percent per month on all outstanding debt and repayment obligations.

(d) The Consultant 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) Consultant agrees to release, defend, and indemnify the Clients, and each of them, and hold the Clients, 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 Consultant and the Consultant's Project Team. Any such reimbursement shall be made by Consultant 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**

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

**10. Miscellaneous.**

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

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

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

(d) **Venue and Applicable Law.** Clients and Consultant 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 Consultant irrevocably waives any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this Agreement, and consents to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth in the notice provision of this paragraph. This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma.

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

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

(g) **Amendments.** This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written amendment executed by each of the parties hereto. However, the Clients' Contract Administrator, in her discretion, is authorized to revise or modify the Scope of Work, List of Products, Solutions, and Deliverables, and the Schedule of Fees on behalf of the Clients.

(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 Clients and Consultant 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 Clients to timely object to the time of performance shall not waive any right of the Clients 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 Clients' Contract Administrator, or her written designee, and implemented by Consultant 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 Clients unless such services, work, product, solution, or deliverable is first requested and approved in writing by the Clients' Contract Administrator. Provided

however, the Clients or the Trust may contract separately in writing for such additional work or services at a rate or price as the parties may in their discretion agree.

(1) **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 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 CONSULTANT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax \_\_\_\_\_

EXAMPLE

**To CLIENTS:**

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

And

\_\_\_\_\_ Trust  
Attention: Marsha Slaughter, General Manager  
420 W. Main Street, Ste. 500  
Oklahoma City, Oklahoma 73102  
Telephone: (405) 297-2422  
Facsimilie: (405) 297-3813

(m) **Effective.** This Agreement shall become effective upon execution by the last party and the provision by Consultant of certificates evidencing the required insurance and the required bonds, if any.

**11. Nondiscrimination.**

In connection with the performance of work and/or services under this Agreement, Consultant agrees as follows:

(a) Consultant shall not discriminate against any employee or applicant for employment because of age, race, creed, color, religion, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Consultant shall take action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, religion, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant shall agree to post, in conspicuous places, available to employees and applicants for employment, notices provided by the City Clerk of the City of Oklahoma City setting forth provisions of § 25-41 of the Oklahoma City Municipal Code, 2010.

(b) In the event of Consultant's noncompliance with this nondiscrimination clause, this Agreement may be suspended, canceled or terminated by the Clients. The Clients may declare Consultant ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by Consultant.

(c) Consultant agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Agreement.

**12. Anti-collusion.**

Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for Consultant to solicit or secure this Agreement. Consultant further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**13. CLIENTS Responsibilities.**

(a) The Clients shall only provide such space, equipment and personnel to assist Consultant as expressly set forth in **Attachment "E"** ("Clients Resources").

(b) All financial obligations of the Clients under this Agreement shall be solely the obligations of the Trust and not the obligation of The City of Oklahoma City regardless of how stated herein.

**14. Insurance.**

(a) Consultant shall obtain and provide Client with a copy of the certificate of insurance 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 "H"** which is incorporated herein by reference.

(b) Consultant shall be responsible for providing the Client 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.

(c) 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 Clients or the Trust may terminate this Agreement for cause and in

addition regardless of whether the Clients or Trust terminate this Agreement, Consultant shall also be liable and responsible for any claim by Client on their own behalf or on behalf of another, for:

- (1) any loss or damages, including direct, indirect, and consequential;  
and
- (2) any cost or expense, including attorney fees, court costs and administrative expenses; and
- (3) 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.

(d) The Trust reserves the right to withhold payment of any funds otherwise due Consultant 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.

**15. Bonds.**

Consultant is required to provide and maintain bonds as set forth in **Attachment "I"** which is incorporated herein by reference. The bonds shall be executed by a surety company licensed to do business in the State of Oklahoma; having an "A-" or better rating by A.M. Best or Standard and Poors; and included on the list of surety companies approved by the Treasurer of the United States. The bonds shall be in force for the full term of this Agreement, any successive renewal terms and any additional period set forth in **Attachment "I"**.

**16. Letter of Credit.**

Consultant is required to provide to Client an irrevocable letter of credit in the amount set forth in **Attachment "J"** which is incorporated herein by reference. The irrevocable letter of credit must be issued by an FDIC insured banking institution chartered to conduct business in the State of Oklahoma in the Client's name and be callable at the discretion of the Client.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.**

**EXAMPLE**

This Professional Service Agreement was approved by

\_\_\_\_\_ as the Consultant this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Attest:

By \_\_\_\_\_ By \_\_\_\_\_

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

As \_\_\_\_\_ As \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

SS.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ by \_\_\_\_\_, as of \_\_\_\_\_ herein the Consultant.

\_\_\_\_\_  
Notary

(Seal)

My Commission Expires: \_\_\_\_\_

My Commission Number: \_\_\_\_\_

This Professional Service Agreement was approved by the  
\_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman

This Professional Service Agreement was approved by the City of Oklahoma City  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Reviewed for form and legality.

EXAMPLE

\_\_\_\_\_  
Assistant Municipal Counselor

| T:\Le-Trust\OCWUT\Prof Svcs\Agreements\PIM Standard Professional Services Agreement Without Acceptance Testing 042313

## **Professional Service Agreement Attachments**

**The following Attachments are incorporated by reference into the Agreement by and between the Clients and Consultant 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” (“Project Presentation”)**
- **Attachment “C” (“List of Products, Solutions and Deliverables”),**
- **Attachment “D” (“Consultant’s Project Team and Clients’ Administration Team”),**
- **Attachment “E” (“Clients’ Resources”),**
- **Attachment “F” (“Request for Proposals”),**
- **Attachment “G” (“Schedule of Fees”),**
- **Attachment “H” (“Insurance”),**
- **Attachment “I” (“Bonds”),**
- **Attachment “J” (“Letter of Credit”), and then**
- **Attachment “K” (“Consultant’s Interview and Proposal”).**

**Professional Service 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 Consultant in accordance with this Agreement.**

**EXAMPLE**

**Professional Service Agreement**  
**Attachment “B”**  
**(“Project Presentation”)**

**Attached behind this page is a copy of the Project Presentation requirements which is a prerequisite to acceptance of the Project by the Trust and the final payment by the Trust to the Consultant as provided in this Agreement.**

**EXAMPLE**

**Professional Service Agreement**  
**Attachment “C”**  
**(“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 Consultant and the milestone dates upon which same must be completed and provided with supporting documentation by the Consultant and in accordance with the requirements of this Agreement.**

**EXAMPLE**

**Professional Service Agreement**

**Attachment “D”**

**(“Consultant’s Project Team and Clients’ Administrative Team”)**

**Consultant’s Project Manager shall be \_\_\_\_\_  
and Consultant may not change Consultant’s Project Manager without the prior  
written consent of the Clients’ Contract Administrator.**

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

**EXAMPLE**

**Professional Service Agreement**  
**Attachment “E”**  
**(“Clients’ Resources”)**

**The Clients will provide only the resources provided below and only as provided below.**

**EXAMPLE**

**Professional Service Agreement  
Attachment “F”  
 (“Request for Proposals”)**

**Attached behind this page is a copy of the Trust’s Request for Proposals.**

**EXAMPLE**

**Professional Service Agreement**  
**Attachment “G”**  
**(“Schedule of Fees”)**

**Attached behind this page is the Schedule of Fees which provides the milestone payments upon which the Consultant may be paid in accordance with this Agreement.**

**EXAMPLE**

**Professional Service Agreement**  
**Attachment “H”**  
**(“Insurance”)**

**Insurance Certificates**

**Attached behind this page is a Certificate of Insurance provided by the Consultant to meet the requirements listed below. The Consultant shall maintain the insurance required below until the Project is finally and formally accepted by the Trust.**

Consultant shall provide, pay for, carry and maintain the types of insurance described herein with companies eligible to do business in the State of Oklahoma throughout the term of this Agreement. All liability policies shall provide that The City of Oklahoma City and the Trust are each individually named as an additional insured as to the acts and omissions of Consultant. A certificate of insurance on the form approved by the Client shall be provided to the Client with the execution of this Agreement by Consultant. The certificate shall provide that the policy not be cancelled or modified to reduce the amount of coverage without thirty (30) days prior written notice to and approval by each of the Clients.

(a) All liability policies (except professional liability policies) shall provide that the Clients and the Trust are named additional insureds as to the acts and omissions of Consultant under this Agreement. The insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance on the forms furnished by the Client, the Trust, and any participating public trust. The certificate must be signed by the authorized representative of the insurance company(s) shown in the certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided upon request to the Clients or the Trust on a timely basis. The required policies of insurance shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

The Clients and the Trust shall be given written notice by registered or certified mail no less than thirty (30) days prior to any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, Consultant shall immediately notify the Clients and the Trust and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the Clients and the Trust requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, Consultant hereby agrees to promptly authorize and have delivered to the Clients and the Trust such statement. Consultant authorizes the Clients and the Trust to confirm all information so furnished as to Consultant's compliance with these insurance requirements with Consultant's insurance agents, brokers, surety and insurance carriers. All insurance coverage of Consultant shall be primary to any insurance or self-insurance program carried by the Clients or the Trust.

(b) Consultant shall not commence any services nor occupy any City or Trust-owned property or work site unless and until the required insurance is in effect and the required certificates of insurance are provided.

(c) The amounts of such insurance shall be not less than The City of Oklahoma City and the Trust's several maximum liability under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, as amended from time to time, and which currently are:

(i). Property damage liability in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) 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.

(ii) 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.

(iii) 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) Automobile liability insurance shall be maintained by Consultant as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles. The amounts of such insurance shall be not less than The City of Oklahoma City and the Trust's several maximum liability under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, as amended from time to time, and which currently are:

- (i) Bodily injury liability  
\$175,000.00 (limit each person); and  
\$1,000,000.00 (limit each occurrence); and
- (ii) Property damage liability  
\$25,000.00 (limit each person); and  
\$1,000,000.00 (limit each occurrence),
- (iii) Bodily injury and property damage liability  
\$1,000,000.00 (combined single limit each accident)

(e) Professional liability insurance shall be maintained by Consultant. The amount of such insurance shall not be less than One Million Dollars (\$1,000,000) aggregate annual limit of liability. Such insurance shall be maintained for a period of two (2) years after the completion of this project.

Insurance premiums and costs are expenses assumed by Consultant and recouped through their fees and not as an expense or separate cost to the Clients or the Trust.

**Professional Service Agreement  
Attachment “I”  
 (“Bonds”)**

**The Consultant is required to provide and maintain a Performance Bond in the amount of \$ \_\_\_\_\_ and a Maintenance Bond in the amount of \$ \_\_\_\_\_ . Attached behind this page is a copy of the Consultant’s Performance and Maintenance Bonds.**

**EXAMPLE**

**Professional Service Agreement  
Attachment “J”  
 (“Letter of Credit”)**

**The Consultant is required to provide to Client an Irrevocable Letter of  
Credit in the amount of \$ .**

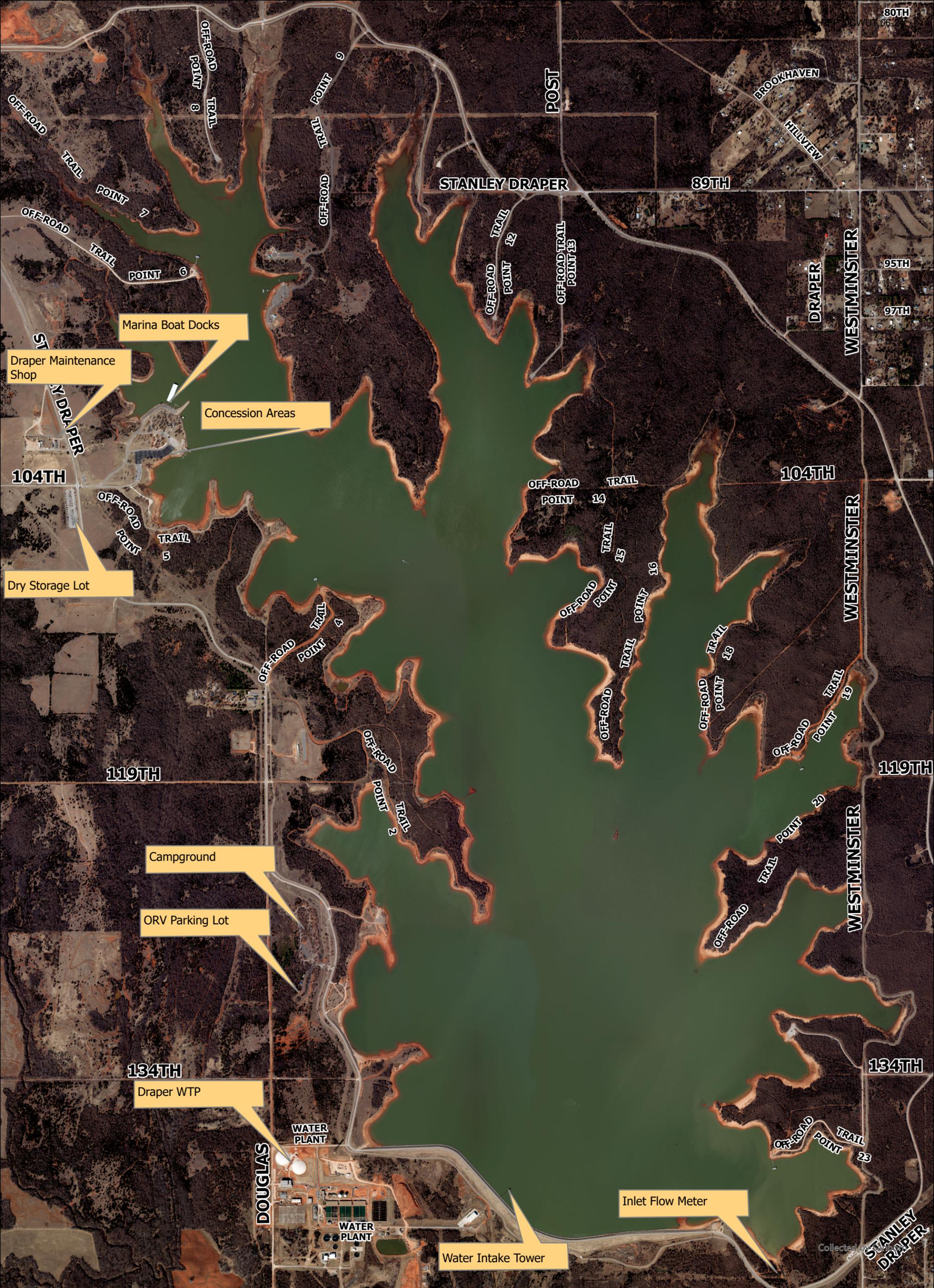
**Attached behind this page is a copy of the Consultant’s Letter of Credit.**

**EXAMPLE**

**Professional Service Agreement  
Attachment “K”  
 (“Consultant’s Interview and Proposal”)**

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

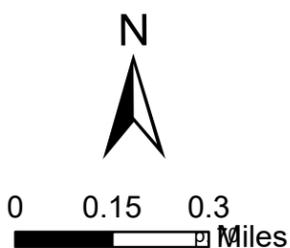
**EXAMPLE**



# Security Services for Utilities Department and Facilities

A map showing Utilities Department facilities  
at Stanley Draper Lake.

2023



Collected by *swinney*



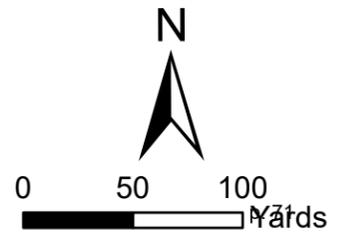
- ▭ Facility Perimeter
- Cyber Key Stations

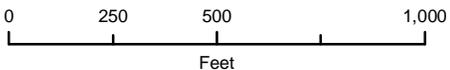


## Security Services for Utilities Department and Facilities

A map showing the perimeter of the Oklahoma City Utilities Department Line Maintenance Facility and Cyber Key stations.

2023





# Lake Hefner Security Patrol Area



The City of  
**OKLAHOMA CITY**  
UTILITIES DEPARTMENT

## Question and Answers for Bid #RFP OCWUT 06-24 - Security Services for Utilities Facilities

### Overall Bid Questions

There are no questions associated with this bid.