

CITY OF SAND SPRINGS, OKLAHOMA

RFP 23-02

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
FOR DEBRIS HAULING FOR THE CITY OF SAND SPRINGS, OKLAHOMA
RESULTING FROM THE JUNE 2023 STORM**

State of Oklahoma Executive Order No. 2023-18

The City of Sand Springs is accepting Proposals for RFP 23-02, to provide debris hauling services in connection with the June 2023 Storm Event, a state-declared emergency.

To request a proposal packet, please contact the following:

City Clerk Janice L. Almy
100 E. Broadway St.
Sand Springs, OK 74063
918-246-2501 or 918-246-2503
jalmy@sandspringsok.org

Sealed proposals will be received by the City Clerk at the Sand Springs Municipal Building, located at 100 E. Broadway St., until 4:00 p.m., on Friday, June 30, 2023.

The City reserves the right to reject any and all proposals received and to award said proposals in the best interest of the City.

Dated this 23rd day of June, 2023.

Deputy City Clerk Kristin S. Johnston

SCOPE OF WORK
RPF 23-02 FOR
UNIT PRICE CONTRACT FOR DEBRIS HAULING
RELATED TO
STATE OK EXECUTIVE ORDER 2023-18
IN THE
CITY OF SAND SPRINGS / COUNTY OF TULSA

1.0 GENERAL

- 1.1 The purpose of this contract is to provide debris clearing and removal response assistance to the City of Sand Springs in Tulsa County, Oklahoma.

2.0 SERVICES

- 2.1 The Contractor shall provide for debris removal from the area(s) outlined in the following link:
<https://experience.arcgis.com/experience/c68c4aaa836a4a38825a4e5f833deb70/>
- 2.2 The debris shall be taken to the dumpsite indicated on the attached maps, located at 20100 W Wekiwa, Sand Springs, OK 74063 in the County of Tulsa or other locations as directed by the COR.
- 2.3 The City of Sand Springs has approximately 22 square miles within the corporate city limits. The total amount of debris to be removed under this contract is estimated to be approximately 110,000 cubic yards. This is only an estimate and the Contractor is encouraged to tour the City to make an estimate of the debris. **Contractor shall provide his own estimate of eligible debris on the Bid Form.**
- 2.4 The work shall consist of clearing and removing any and all “eligible” debris (see section 4.0 for a definition of eligible debris) primarily from the public right-of-way (ROW) of streets and roads, as directed by the Contracting Officer’s Representative (COR). Work will include 1) examining debris to determine whether or not debris is eligible, burnable or non-burnable, 2) loading the debris, 3) hauling the debris to an approved dumpsite or landfill, and 4) dumping the debris at the dumpsite or landfill. Ineligible debris will not be loaded, hauled, or dumped under this contract.
- 2.5 Debris removal shall include all eligible debris found on the ROW, city owned and leased property within the area designated by the COR. The COR may specify any eligible debris within the ROW which should not be removed, or which should be removed at a later time. The Contractor shall make as many passes through the designated area as required by the COR.

The Contractor shall not move from one designated work area to another designated work area without prior approval from the COR. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract without permission of the COR.

- 2.6 The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, and Local governments or agencies, or of any public utilities.
- 2.7 The City reserves the right to inspect the site, verify quantities, and review operations at any time.
- 2.8 All work shall be accomplished in a safe manner in accordance with applicable Federal, State and Local laws and regulations.
- 2.9 The Contractor shall be responsible for tree removal and trimming of hazardous limbs as directed by the COR for eligible trees.
- 2.10 Holes created as a result of uprooted trees in the public City easement shall be filled to ground level.
- 2.11 Contractor shall note that a portion of the project will occur in residential areas. The Contractor should exercise due care to minimize any damages to tree, shrubs, landscaping, retaining walls, meters, vehicles, and general property. The contractor shall repair any damages caused by the contractor in a timely manner at no expense to the City. The debris work area shall be left clear of debris and clean, as reasonable and practical under the conditions of this project.
- 2.12 The contractor shall use equipment and perform work in a manner to prevent damages to City's infrastructure facilities and adjacent City easements, including all landscaped areas. The Contractor shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the City.

3.0 LOAD TICKETS

- 3.1 "Load tickets" will be used for recording volumes of debris removal.
- 3.2 Each ticket will comply with current FEMA standards and regulations. Examples of this information should include but are not limited to:

Ticket Number
Contract Number
Date
Contractor Name
Site Departure Time
Dump Arrival Time
Debris Classification
Debris Quantity (or such other requirements necessary for compliance by
COR)

4.0 DEBRIS CLASSIFICATION

- 4.1 **Eligible Debris.** Debris that is within the scope of this contract falls under two possible classifications: Burnable Debris and Stumps.
- 4.2 **Burnable Debris.** Burnable debris includes all biodegradable matter except that included in the following definitions of other categories of debris. It includes, but is not limited to, damaged and disturbed trees; bushes and shrubs; broken, partially broken and severed tree limbs and brush.
- 4.3 **Ineligible Debris,** all debris listed below as Non-Burnable, Household Hazardous Waste and non-qualifying Stumps as outlined in 4.5.
- 4.3 **Non-Burnable Debris.** Non-burnable debris includes, but is not limited to, treated timber; plastic; glass; rubber products; metal products; dry wall; cloth items; non-wood building materials; metal products (i.e. Mobile Trailer parts, Household appliances (White Metal), and similar items), or uncontaminated soil; roofing materials; and carpeting.
- 4.4 **Household Hazardous Waste (HHW).** Household hazardous wastes, such as petroleum products, paint products, etc., and known or suspected hazardous materials, such as asbestos, lead-based paint, or electrical transformers shall be removed by others. Coordination for hazardous debris removal is the responsibility of the City.
- 4.5 **Stumps.** Tree stumps located within the ROW with one-half or more of the root ball exposed will be removed. Tree stumps with base cut diameter measurements less than or equal to 24 inches (measured 24 inches up from where the tree originally exited the ground) will be considered to be burnable debris and removed of with the same methods used for other burnable debris. Tree stumps larger than 24 inches in diameter will be removed of as burnable and paid for in accordance to the MEASUREMENT and PAYMENT paragraphs in this contract.
- 4.6 **Tree Removal.** Trees eligible for removal or trimming will be classified as the following:

1. 6 inch to 11.99 inch diameter
2. 12 inch to 23.99 inch diameter
3. 24 inch to 35.99 inch diameter
4. 36 inch diameter or larger

All measurements will be taken at the base cut.

- 4.7 **Hazardous Limbs.** Hazardous limbs are considered eligible debris and are defined as limbs greater than two inches in diameter that are still hanging in the tree and are threatening a public use area, such as a trail, sidewalk, road, alley, etc. Trees in the public City easement with more than 50% of the crown broken are eligible debris and shall be removed.
- 4.8 **Miscellaneous.** Any other material agreed to by the parties or as required by FEMA.

5.0 DUMPSITES

- 5.1 The Contractor shall use only debris dumpsites designated in Section 2.2, unless otherwise approved by the COR. The Contractor shall haul burnable debris to the burn site designated.
- 5.2 The dumpsite operator shall direct all dumping operations. The Contractor shall cooperate with the dumpsite operator to facilitate effective dumping operations.
- 5.3 The City makes no representations regarding the turn-around time at the dumpsites.

6.0 PERFORMANCE SCHEDULE

- 6.1 The Contractor shall commence performance within one week of the contract award.
- 6.2 The Contractor shall, with the CORs direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a 2, 7, 14 day projection. The plan will be updated every 2 days.
- 6.3 Maximum allowable time for completion will be 90 calendar days, unless the City initiates additions or deletions to the contract by written change orders. Subsequent changes in completion time will be equitably negotiated by both parties pursuant to applicable State and Federal law.
- 6.4 Prior to the City assigning work the Contractor shall provide the city with an affidavit from each sub-contractor stating there is a signed contract between the contractor and the sub-contractor.

- 6.5 The Contractor shall be required to work, at minimum, a ten (10) hour day seven (7) days a week during the first pass removal phase, The Contractor will be required to work, at minimum, a ten (10) hour day six (6) days a week during the remaining debris removal passes. The City reserves the right to extend or reduce the hours and days of operation during the contract period. The workday shall be conducted during daylight hours. The Contractor may work more than ten (10) hours per day if approved by the City. The Contractor shall coordinate with the City and its representatives to establish work hours and to develop schedules.
- 6.6 Any encounter by the Contractor with dangerous conditions or unusual situations shall be reported to the City the day of the discovery.

7.0 EQUIPMENT

- 7.1 All trucks and other equipment must be in compliance with all applicable Federal, State, and Local rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment; be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity; and measured and marked for its load capacity. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bedsides. The Contracting Officer's representative must approve all requests for extensions. Equipment will be inspected by the COR prior to its use by the Contractor. The COR may also inspect any equipment during operations to insure compliance and safety.
- 7.2 Trucks and other heavy equipment designated for use under this contract shall be equipped with two signs; one attached to each side. Prior to commencing debris removal operations, the Contractor shall present to the City's representative all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity will be based on the interior dimensions of the truck's metal dump bed. Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer will also be numbered for identification with a permanent marking.
- 7.3 Trucks or equipment which are designated for use under this contract shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.

- 7.4 Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (6 CY and up) and non-rubber tired equipment must be approved by the COR.
- 7.5 Substitutions or exemptions of these equipment requirements may be granted at the sole discretion of the COR.

8.0 REPORTING

- 8.1 The Contractor shall submit a report to the COR during each day of the term of the contract. Each report shall contain, at a minimum, the following information:

The Contractor shall submit a report to the City during each day of the term of the project to include the following:

- Contractor's Name
- Contract Number
- Number of trucks in use
- Number of loading equipment in use
- Number of personnel working
- Location of work
- Day of report
- Daily and cumulative totals of debris removed
- Location of completed work

- 8.2 Discrepancies between the daily report and the corresponding load tickets will be reconciled no later than the following day.

9.0 OTHER CONSIDERATIONS

- 9.1 The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- 9.2 The Contractor must be duly licensed in accordance with the state's statutory requirements to perform the work. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the COR.
- 9.3 The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors or any sub-contractors actions or operations during the performance of this contract.

Corrections for any such violations shall be at no additional cost to the City.

- 9.4 The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet Federal, State and Local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person should be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with applicable state and federal regulations.
- 9.5 The City encourages the use of local sub-contractors. The Contractor and sub-contractors shall be duly licensed in accordance with the City's statutory requirements to perform the work.
- 9.6 The City may suspend Contractor operations due to hazardous conditions, inclement weather or such other reasons as the City may determine necessary for the health\safety and protection of the City. The performance period may be extended for weather delays. This contract is subject to immediate cancellation by the City upon giving written notice to the Contractor.

10.0 MEASUREMENT

- 10.1 Measurement for burnable debris removed will be by the cubic yard as predetermined through truck bed measurement. Trucks with less than full capacities will be adjusted down by visual inspection by the COR. Measurement will be documented by load tickets.
- 10.2 Measurement for payment of stumps removed shall be measured 24 inches up from where the tree originally exited the ground.
- 10.3 Measurement for payment of leaning trees removed shall be measured at the point of cut.

11.0 PAYMENT

- 11.1 Payment for the removal of burnable debris (including stumps 24 inches and smaller) to include all cost associated with loading, hauling and dumping will be paid for under the contract bid item for **Burnable Debris**.
- 11.3 Payment for the removal of stumps, 25 inches and larger, to include all cost associated with loading, hauling and dumping will be paid for under the contract bid item for the appropriate size category for **Stumps**.
- 11.4 Payment for limb removal will be by tree as per **Hazardous Limbs**.

- 11.5 Payment for tree removal will be paid for under the contract bid item for the appropriate size category for **Tree Removal**.
- 11.5 No payment will be made for mobilization and demobilization.
- 11.6 Payment for work completed may be invoiced on a bi-weekly basis. Invoices will be based on verified quantities from the daily operational reports and valid load tickets.
- 11.7 A 10% retainage will be withheld until the end of the project, including ticket reconciliation.
- 11.8 All payments made under this contract will be in accordance with PAYMENTS clauses located in other sections of this contract.
- 11.9 Payment to the Contractor will be made by the City within 30 days of receipt of invoice.

12.0 OTHER CONTRACTS

- 12.1 Other contracts may have been issued.
- 12.2 The City reserves right to issue other contracts or direct other contractors to work within the area included in this contract.
- 12.3 The City reserves the right to inspect all operations for contract compliance.

STATEMENT OF PROPOSER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Proposer may submit any additional information he desires.

- Name of Proposer.
- Permanent main office address.
- When organized?
- If a corporation, where incorporated.
- How many years have you been engaged in the contracting business under your present firm or trade name?
- Have you ever failed to complete any work awarded to you?
- Have you ever defaulted on a contract?
- Have you been subject to litigation over quality of work?
- Has your work ever been responsible for FEMA de-obligation?

RFP FORM - UNIT PRICES

		Estimated	Unit	Estimated
Item / Description	Unit	Quantity	Price	Cost
1. Loading and Hauling Debris from Public Property & Rights-of-Way to Temporary Debris Staging and Reduction Site	CY		\$	\$
2. Hazardous Limb Removal	Per Tree		\$	\$
3. Hazardous Leaning Tree Removal				
a. 6 inch to 11.99 inch diameter	Each		\$	\$
b. 12 inch to 23.99 inch diameter	Each		\$	\$
c. 24 inch to 35.99 inch diameter	Each		\$	\$
d. 36 inch diameter and larger	Each		\$	\$
4. Stump Removal 25" to 36"	Each		\$	\$
5. Stump Removal 36" to 48"	Each		\$	\$
6. Stump Removal 48" and over	Each		\$	\$

Note: Contractor is asked to provide an estimate of the quantity of debris expected for each category. Contractor must provide pricing for all categories. City does not guarantee payment on estimated quantities by City or Contractor. Payment will be based on actual quantities.

Contractor accepts all of the terms and conditions of the Instructions to Proposers. Contractor will enter into a Contract Agreement incorporating the RFP and all information in the RFP packet, Proposers response, any modifications and submit the Contract Security and other documents required by the Contract Documents within five (5) days after the date of OWNER'S Notice of Award.

Contractor has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress performance of the Work and has made such independent investigations as Contractor deems necessary.

Proposer must also provide the following:

- Estimated Timeline
- Attach Estimated Equipment list you plan to use
- Attach a list of crew rosters you will be utilizing
- Attach three (3) references, at least two (2) from municipalities

- Comments

Proposers are welcome to enclose additional information or proposals.

PROPOSAL FORMAT:

Proposers must clearly respond in the format below.

The following information should be tabbed to identify the required information. Failure to submit this information may render your proposal non-responsive.

1. QUALIFICATIONS OF THE FIRM

- a. Provide a description and history of the firm focusing on previous governmental experience. Only past experience as the prime contractor will be considered. Firm qualifications must include, at minimum, the following:
 - Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.
 - Documented knowledge and experience coordinating with Federal, State and Local emergency agencies.
 - Experience representing local governments with various state and federal funding sources and reimbursement processes, including FEMA (Federal Emergency Management Agency), and other agencies, both state and federal, related to storm recovery.
 - Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, leaning tree and hanging limb removal, and construction debris to be disposed of at approved landfills.
- b. Provide three (3) references for which the firm has performed services within the past five (5) years that are similar to the requirements in the Scope of Services. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract.

2. QUALIFICATIONS OF STAFF

Provide key project staff (management staff including, but not limited to project manager, collection and disposal operations managers, data manager, etc.) Should be full time employees of the proposing firm and have experience, working for the Proposer, in the following:

- a. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.
- b. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
- c. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, leaning tree and hanging limb removal, construction debris, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

3. TECHNICAL APPROACH

Provide a description of the Proposer’s approach to the project, to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the CITY OF SAND SPRINGS.

4. COST PROPOSAL

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the labor positions listed.

5. REQUIRED FORMS

Each Proposer must include fully executed forms that were included in this RFP. These forms include; PROPOSER'S CERTIFICATION, NON-COLLUSION AFFIDAVIT, BUSINESS RELATIONSHIP AFFIDAVIT, and DRUG FREE WORKPLACE AFFIDAVIT.

SELECTION CRITERIA

The following weighted criteria will be utilized to select the consultant awarded this contract.

Qualifications of Firm	25
Qualifications of Staff	25
Technical Approach	30
<u>Cost Proposal</u>	<u>20</u>
Total	100

AGREEMENT

THIS CONTRACT made and entered into this, by and between THE CITY OF SAND SPRINGS, a political subdivision of the State of Oklahoma, hereinafter referred to as "City"; and _____, a (City/State) corporation and licensed General Contractor, hereinafter referred to as "Contractor".

Recitals: Whereas, The City of Sand Springs, desires to engage the services of a qualified and licensed contractor to manage Disaster Recovery Services, and Whereas, procurements under this contract will be limited to those which are determined to be in the interest of public safety and welfare and considered essential to the economic recovery of the affected area. Whereas, Contractor is an experienced, qualified and licensed general contractor with expertise in performing Debris Removal and Debris Reduction services following natural disasters, and Whereas, Contractor is experienced in providing adequate and timely data necessary for governmental audits and payments relative to disaster recovery efforts; and Witnesseth: That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the City as follows:

1) Performance. Contractor shall provide curbside collection as directed by the City, Storm Debris and haulage of same to a designated Reduction/Disposal Site(s). The work shall be performed in accordance with the terms contained in this agreement, instructions to proposers, specifications, bid response forms, and attachments to the agreement. Contractor will be responsible for the collection, transport, and dumping of all eligible Debris as defined in the scope of work generated by the disaster and placed at the curbside by The City of Sand Springs residents and commercial establishments and located within the City Limits, all as directed by the City. Ineligible debris will consist of chemicals, gas containers, transformers, household garbage, trash bags, construction and demolition debris, and any form of hazardous or toxic matter. Ineligible debris will be left where is for collection and disposal by others. Eligible debris so collected shall be transported by Contractor to the Designated Reduction Site(s) (see attached map). This agreement may be extended to include services associated with public and private property if authorized by FEMA and directed by the City.

2) Contractors Obligations. The Contractor shall supervise accomplishment of the work effort directed and provide sufficient labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes and fees necessary to perform under the terms of the contract. The Contractor shall be prepared as necessary, to supplement his labor force by hiring additional employees and subcontractors in sufficient quantity to carry out his assigned work tasks. The Contractor will make a reasonable attempt to subcontract with local companies and employ local labor in the performance of their obligations under this agreement. Supervision, safety and payment of this additional manpower are the Contractor's responsibility.

The Contractor will use equipment and perform work in a reasonable manner commensurate with the urgent nature of the work as to prevent damages to City infrastructure facilities and adjacent street right-of-way, including landscaped area.

The Contractor shall not use equipment designated for debris clearing under this contract for any other work during the working hours designated under this contract. Also, the Contractor's personnel shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract.

The Contractor shall be responsible for any damage it causes.

3) City's Obligations. The City's representative(s) shall furnish all information necessary for commencement of the Work and direct the Work effort. The City may terminate the contract for failure to perform or default by the Contractor.

4) Time of Performance. Work under this Agreement shall begin and shall proceed until the City determines the work is complete. The City may initiate additions, deletions or other modifications by written change order. Work shall be completed within 90 calendar days. This contract is subject to immediate cancellation by the City upon giving written notice to the Contractor.

5) Payment. City agrees to pay Contractor, for services rendered, within thirty (30) days upon receiving invoice.

6) Indemnity. Contractor shall indemnify and hold the City, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by Contractor hereunder, resulting from the negligence of or the willful act or omission of Contractor, his agents, employees and subcontractors.

7) Insurance. Contractor shall maintain insurance from companies licensed to write business in Oklahoma and acceptable to the City, of the kinds and minimum amounts specified below.

8) Certificates and Notice of Cancellation. Before commencing work under this contract, Contractor shall furnish City with certificates of all insurance required below. Certificates shall indicate the type, amount, class of operations covered, effective date and expiration date of all policies, and shall contain the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by City".

9) Workers Compensation and Employers Liability Insurance. Covering all of the Contractor's employees to be engaged in the work under this contract, providing the required statutory benefits under Oklahoma Workers Compensation Law, and employer's liability insurance providing limits as outlined in Supplemental Conditions.

10) Commercial General Liability. Including coverage for independent contractor operations, contractual liability assumed under the provisions of this contract, products/completed operations liability and broad form property damage liability insurance coverage. Exclusions applicable to explosion, collapse and underground hazards are to be deleted when the work involves these exposures. The policy shall provide liability limits as outlined in Supplemental Conditions.. City shall be named as an additional insured under this policy.

11) Automobile Liability Insurance. Covering all owned, non-owned and hired vehicles, providing liability limits as outlined in Supplemental Conditions.

12) Bonds Required. Contractor shall furnish performance and payment bonds, as herein described:

a) These bonds shall remain in effect at least one (1) year after the date when final payment becomes due. The Performance Bond and the Payment Bond shall be executed by one or more surety companies legally authorized to do business in the State of Oklahoma and shall become effective upon the execution of the contract. Both bonds will be in the full amount of the contract.

b) The Contractor shall provide surety bonds wherein Surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by the Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments.

13) Independent Contractor. It is mutually understood and agreed that Contractor is an independent Contractor, and not an agent of City, and as such, Contractor, his or her agents and employees shall not be entitled to any City employment benefits, such as, but not limited to, vacation, sick leave, insurance, worker's compensation, or pension or retirement benefits.

14) Default and Termination. If Contractor fails to prosecute the work with such diligence as will insure its completion within the contract time, or if Contractor breaches any one of the terms or conditions contained in this contract and fails to cure said breach within three (3) days of City's mailing of Notice of Default, or otherwise fails to perform the work hereunder to the City's reasonable satisfaction, City may terminate this contract forthwith.

15) Entire Agreement. This agreement constitutes the entire understanding of the parties. IN WITNESS WHEREOF, the parties have caused the execution of this instrument, by authority duly given and on the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be entered into on the date first above written. This Contract will be executed in multiple counter-parts, each one of which, when so executed, shall constitute an original.

CONTRACTOR

By: _____

Its: _____

CITY OF SAND SPRINGS, OKLAHOMA

By: _____

Attest: _____

DISASTER RELIEF AND RECOVERY PROVISIONS

FEDERAL FUNDING

The CITY OF SAND SPRINGS has or may apply to the Federal government (either directly or through an intervening agency) for funds which will be used to pay the selected Contractor or reimburse the CITY OF SAND SPRINGS for payments made to Contractor under the Contract, including but not limited to the Federal Emergency Management Agency ("FEMA") under its public assistance program. The selected Contractor shall be familiar with and comply with all laws, rules, regulations and programmatic requirements of the applicable State and Federal agencies providing financial assistance, including but not limited to the Federal Emergency Management Agency ("FEMA") and its public assistance program, in the performance of work under the Contract. Accordingly, in addition to the terms and conditions otherwise contained in the purchase order or contract ("Contract") to which this Exhibit is attached, with respect to any and all goods, services, work, or other matters performed or provided by Contractor or its subcontractors under the Contract, the provisions of this Exhibit entitled "Disaster Relief and Recovery Provisions" attached hereto and incorporated herein by this reference shall apply. In the event of any conflict between the provisions of this Exhibit and the other terms and conditions contained in the Contract, the terms of this Exhibit shall apply. Contractor shall also comply with the terms and conditions of any federally funded subaward and grant agreement entered into between the CITY OF SAND SPRINGS and the State of Oklahoma.

INDEMNITY OF FUNDING ENTITIES

Contractor agrees to indemnify and hold harmless the State of Oklahoma, the Federal Government and its agencies (including but not limited to the Federal Emergency Management Agency ("FEMA")) and the CITY OF SAND SPRINGS, and their officers, agents, employees and elected officials, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', employees' and subcontractors' acts or omissions associated with this Contract.

SUSPENSION AND DEBARMENT (§200.213)

CONTRACTOR(s) with The CITY OF SAND SPRINGS are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS §200.321

- A. The CITY OF SAND SPRINGS shall take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. Proposers shall complete the MBWB Participation Statement, attached as Attachment 9.
- B. Affirmative steps shall include:
- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - Requiring the prime CONTRACTOR(s), if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (§60-1.4)

During the performance of this contract, the CONTRACTOR(s) agrees as follows:

- A. The CONTRACTOR(s) shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR(s) shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR(s) agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this

nondiscrimination clause.

- B. The CONTRACTOR(s) shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR(s), state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The CONTRACTOR(s) shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR(s) legal duty to furnish information.
- D. The CONTRACTOR(s) shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR(s) commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The CONTRACTOR(s) shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The CONTRACTOR(s) shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the CONTRACTOR(s) non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR(s) may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by

rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- H. The CONTRACTOR(s) shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each Sub-CONTRACTOR(s) or proposer. The CONTRACTOR(s) shall take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the CONTRACTOR(s) becomes involved in, or is threatened with, litigation with a Sub-CONTRACTOR(s) or proposer as a result of such direction, the CONTRACTOR(s) may request the United States to enter into such litigation to protect the interests of the United States.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)

In compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), and under 40 U.S.C. 3702 of the Act, each CONTRACTOR(s) shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

E-VERIFY PROGRAM

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract. In addition, Contractor shall require any subcontractors performing work or providing services pursuant to the Contract to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Contract. The Contractor shall provide to the CITY OF SAND SPRINGS, within thirty (30) days of the effective date of this Contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit

Company Profile” screen”, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the “Edit Company Profile” link on the left navigation menu of the E-Verify employer’s homepage). Contractor further agrees that it will require each subcontractor that performs work under this Contract to enroll and participate in the E-Verify Program on the same terms as Contractor. Contractor shall obtain from its subcontractor(s) a copy of the “Edit Company Profile” screen indicating enrollment in the E-Verify Program and make such record(s) available to the CITY OF SAND SPRINGS upon request.

CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387)

For contracts and sub grants of amounts in excess of \$150,000 the non-Federal CONTRACTOR(s) shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

COMPLIANCE WITH COPELAND “ANTI-KICKBACK”

- A. CONTRACTOR(s). The CONTRACTOR(s) shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The CONTRACTOR(s) or Sub-CONTRACTOR(s) shall insert in any subcontracts the clause above and such other clauses as appropriate instructions may require, and also a clause requiring the Sub-CONTRACTOR(s) to include these clauses in any lower tier subcontracts. The prime CONTRACTOR(s) shall be responsible for the compliance by any Sub-CONTRACTOR(s) or lower tier Sub-CONTRACTOR(s) with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR(s) and Sub-CONTRACTOR(s) as provided in 29 C.F.R. § 5.12.

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

CONTRACTOR(s) shall file the required certification. Each tier certifies to the tier above that it shall not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of

Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Proposers shall complete the Certification Regarding Lobbying, attached hereto as Attachment 7.

TERMINATION FOR CONVENIENCE

The CITY OF SAND SPRINGS may terminate any awarded contract at any time for any reason by giving at least thirty (30) days' notice in writing to the awarded Proposer. If the contract is terminated by the CITY OF SAND SPRINGS as provided herein, the awarded Proposer shall be entitled to receive payment for those services reasonably performed to the date of termination.

TERMINATION FOR CAUSE

If the awarded Proposer fails to comply with any of the terms and conditions of the awarded contract, The CITY OF SAND SPRINGS may give notice, in writing, to the awarded Proposer of any or all deficiencies claimed. The notice shall be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, The CITY OF SAND SPRINGS may, with no further notice, declare the awarded contract to be terminated. The awarded Proposer shall thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by The CITY OF SAND SPRINGS by reason of the awarded Proposer's failure to comply with the awarded contract.

Notwithstanding the above, the awarded Proposer is not relieved of liability to The CITY OF SAND SPRINGS for damages sustained by The CITY OF SAND SPRINGS by virtue of any breach of this Contract by the awarded Proposer and The CITY OF SAND SPRINGS may withhold any payments to the awarded Proposer for the purpose of setoff until such time as the amount of damages due The CITY OF SAND SPRINGS from the awarded Proposer is determined.

PROPOSER'S DECLARATION

Proposer understands, agrees, and warrants:

1. That Proposer has carefully read and fully understands the full scope of the specifications.
2. That Proposer has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.
3. That the materials and/or services proposed by this proposal meet the specifications.
4. That the City of Sand Springs reserves the right to reject any or all proposals and to accept that proposal which will, in its opinion, best serve the public interest. The City reserves the right to waive any technicalities and formalities in the RFP process.
5. That by submission of this proposal, the Proposer acknowledges that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the Proposer.

Proposer: _____

Signed by: _____

Title: _____

(SEAL) if proposal is by a corporation

If a partnership, a general partner must sign; if a corporation, an authorized corporate officer must sign and the corporate seal must be affixed to this declaration

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF _____)
) SS
COUNTY OF _____)

_____, of lawful age, being first duly sworn on oath says, that he/she is the agent authorized by the proposer to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the proposing company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

Subscribed and sworn to before me this _____ day of _____, 20_____.

My Commission Expires:

Notary Public

DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned vendor in accordance with the requirements set forth within

_____ dated _____, 20____,
hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

PROPOSER'S SIGNATURE

DATE