

CITY OF SAND SPRINGS, OKLAHOMA

RFP 23-01

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
FOR MONITORING OF DEBRIS REMOVAL AND RELATED SERVICES 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 23-01, to provide debris removal monitoring services for debris removal; tree and stump removal; and tree trimming 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

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR
MONITORING OF DEBRIS REMOVAL AND RELATED SERVICES FOR THE
CITY OF SAND SPRINGS, OKLAHOMA
RESULTING FROM THE JUNE 2023 STORM**

RFP 23-01

PURPOSE:

The City of Sand Springs, Oklahoma, is seeking qualifications and proposals for the monitoring of storm debris hauling and removal from public lands generated by the June 2023 Storm. The primary purpose of these services is to insure that Proposer, by submitting a proposal, agrees to comply with all requirements of FEMA, including but not limited to the requirements for applicable FEMA projects set forth by the Code of Federal Regulations, including the FEMA requirements at 2 C.F.R. §§200.317-200.327. Private property debris removal may be added to the scope of services at a later date.

INSTRUCTIONS TO PROPOSERS:

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

TERMS AND CONDITIONS:

1. The CITY OF SAND SPRINGS reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the CITY OF SAND SPRINGS, or to award a contract to the next most qualified proposers if a successful proposer does not execute a contract within five (5) days after approval of the selection by the CITY OF SAND SPRINGS.

The CITY OF SAND SPRINGS has the right, to cancel a solicitation at any time prior to approval of the award by the CITY OF SAND SPRINGS.

2. The CITY OF SAND SPRINGS reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

3. Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of thirty (30) days, to provide to the CITY OF SAND SPRINGS the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

4. Proposals shall be sealed, and proposers should indicate on the packaging of their proposal the following:

- A. RFP 23-01 Monitoring Of Debris Removal & Related Services
- B. Due Date – June 30, 2023 at 4:00 p.m. CST
- C. Name and Address of Proposer

5. Costs of preparation of a response to this request for proposals are solely those of the proposers. The CITY OF SAND SPRINGS assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that the CITY OF SAND SPRINGS bear no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

6. The proposer receiving the award will obtain or possess the following insurance coverage's and will provide Certificates of Insurance to the CITY OF SAND SPRINGS and to verify such coverage.

- a. Workers' Compensation – The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the CITY OF SAND SPRINGS and its agents, employees and officials.

- b. Commercial General Liability – The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00.
- c. Business Automobile Liability – The vendor shall provide coverage for all owned, non- owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.
- d. Professional Liability (Errors & Omissions) – The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be as least twice the required per claim limit.

7. The consultant awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least seven (7) years after completion of the contract resulting from this RFP; said documents must satisfy all FEMA requirements for reimbursement purposes. The CITY OF SAND SPRINGS shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the awardees place of business to the CITY OF SAND SPRINGS, including the Finance Director’s Office and/or its designees, for purposes of inspection, reproduction and audit without restriction.

8. It is the intent of the CITY OF SAND SPRINGS to enter into a contract for a period concurrent with debris hauling operations and all necessary FEMA compliance.

PROPOSAL FORMAT:

Proposers must succinctly respond in the format delineated below. Elaborate, irrelevant, or otherwise unnecessary information will not be considered.

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.
 - 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.
- c. At a minimum, a Statement of Qualifications must contain the following:
- 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?
 - List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
 - List your major equipment available for this contract.
 - Experience in similar work to this project.
 - Background and experience of the principal members of your organization, including officers.
 - The undersigned hereby authorizes and requests any person, firm, or corporation to furnish information requested by the City of Sand Springs in verification of the recitals comprising this Statement of Proposer's Qualifications. Yes_____ No_____

- Minimum number of crews that will be used on this project.
- Will you have a local office inside the corporate city limits of Sand Springs?

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 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. All cost sections must be completed.

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

SCOPE OF SERVICES

I. BACKGROUND

The CITY OF SAND SPRINGS requires management, recovery, and debris monitoring services. SCOPE

A. DISASTER DEBRIS MONITORING SERVICES

The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas, waterways, and other areas designated as eligible by the CITY OF SAND SPRINGS. Specific services may include:

- Coordinating daily briefings, work progress, staffing, and other key items with the CITY OF SAND SPRINGS.
- Support with the selection, permitting, and set-up of Temporary Debris Storage and Reduction Site (TDSRS) locations and other permitting/regulatory issues as requested.
- Scheduling work for team members and contractors on a daily basis.
- Hiring, scheduling, and managing field staff.
- Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
- Assisting the CITY OF SAND SPRINGS with responding to public concerns and comments.
- Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- The Debris monitoring company shall utilize an Electronic Ticketing System, or equivalent, to generate debris load tickets for each load of debris. The Ticketing

System shall capture a digital photograph, GPS coordinates, Signature, and a time for each load of debris generated as it is loaded and as it dumped. The System shall also capture before and after photos of each Leaner, Hanger, and Stump removed along with GPS coordinates and time. This information shall be maintained in a central information database that provides real time access to debris removal activities. The system shall also have the ability to generate paper receipts in the field for redundancy and debris removal crew validation if requested by the CITY OF SAND SPRINGS at no additional cost. The purpose of the system is to provide the CITY OF SAND SPRINGS with complete documentation of every load of debris generated for auditing and reimbursement purposes.

- Developing daily operational reports to keep the CITY OF SAND SPRINGS informed of work progress.
- Development of maps, GIS applications, etc. as necessary.
- Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the CITY OF SAND SPRINGS for processing.

END OF SCOPE

COST PROPOSAL FORM

Debris Monitoring RFP

The hourly labor rates shall include all applicable expenses, overhead, overtime, and profit. These are the positions the CITY OF SAND SPRINGS may use at their discretion. All positions must be priced or the proposal will be considered non responsive.

DISASTER DEBRIS MONITORING SERVICES

POSITIONS	HOURLY RATES
Project Manager	\$ _____
PA Consultant	\$ _____
Data Manager	\$ _____
Administrative Assistant	\$ _____
Field Supervisors	\$ _____
Load Site Monitors	\$ _____
Debris Site/Tower Monitors	\$ _____

**Proposal Ranking
Form**

Company _____

Selection Criteria	Points Available	Points Awarded
Qualifications of Firm	25	
Qualifications of Staff	25	
Technical Approach	30	
Cost Proposal	20	
	Total	

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 five (5) 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

PROPOSER'S NON-COLLUSION AFFIDAVIT

STATE OF _____)

) **SS**

COUNTY OF _____)

(1) _____

Of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the Proposer to submit the attached bid. Affiant further states that as a proposer, (s)he has not been a party to any collusion among proposers in restraint of competition by agreement to bid at a fixed price or to refrain from proposing; or with any official of the City of Sand Springs or any of their employees as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between proposers and any official of the City of Sand Springs or any of their employees concerning exchange of money or other things of value for special consideration in submitting a RFP.

Signature and Title

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

Notary Public

My commission expires: _____

(1) Owner, General Partner, or Officer of the Firm; Company Name and Address

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