



**Request for Qualifications for:
Professional Engineering Services for City-Owned Buildings
RFQ# 2024-05**

Request for Qualifications Due 12:00 P.M. CDT, August 6th, 2024

Issued By:
City of Claremore, Oklahoma

Authorized Representative
Del Sol Consulting, Inc.

City of Claremore, Oklahoma
Request for Qualifications

Professional Engineering Services for City-Owned Buildings

Released: July 21st, 2024

Submittal shall be sent to:
City of Claremore
Attn: Asst Finance Director
104 S Muskogee Avenue
Claremore, OK 74017

Sealed Proposal should be clearly marked:
RFQ# 2024-05 Professional Engineering Services
for City-Owned Buildings

SUBMITTAL COVER SHEET

The Entity and the Officer with authority to commit for the Entity are:

RESPONDENT:	FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NO.	TOLL FREE TEL. NO (800)
NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	E-MAIL:
PROPOSAL IS FROM A/AN: () Corporation organized and existing under the laws of the STATE OF _____ () Partnership () Individual		

NON-COLLUSION

The undersigned certifies that the Entity has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this proposal invitation.

PROPOSAL CERTIFICATION

The Undersigned certifies that to the best of their knowledge:

() There is no officer or employee of the City of Claremore who has, or whose relative has, a substantial interest in any contract award subsequent to this proposal.

() The names of any and all public officers or employees of the City of Claremore have, or whose relative has, a substantial interest in any contract award subsequent to this proposal are identified by name as part of this submittal.

() The undersigned further certifies that the Entity IS NOT currently debarred, suspended, or proposed for debarment by any federal or State agency. The undersigned agrees to notify the City of Claremore of any change in this status, should one occur, until such time as an award has been made under this action.

Date: _____

Entity Name: _____

By: _____

Print Name: _____

City of Claremore, Oklahoma

RFQ#2024-05 Professional Engineering Services for City-Owned Buildings

SIGNATURE PAGE

In compliance with this RFQ, the undersigned agrees to furnish the services in accordance with the attached Proposal or as mutually agreed upon by subsequent negotiation.

Firm Submitting Proposal

Address

City State Zip

Phone Number

Fax Number

Email

Web Address

Authorized Person Submitting RFQ (Print)

Title

Signature

Date

STATEMENT OF NEED

The intent of this Request for Qualifications (RFQ) is to solicit from engineers a submittal of qualifications to provide Professional Engineering Services for the CITY OWNED BUILDINGS that the City of Claremore lost or were damaged from the Tornadoes, Severe Storms and Straight-Line Winds on May 24th-May 25th, 2024, DR-4791-OK.

The City of Claremore encourages minority, woman, veteran owned and small businesses to submit on this RFQ. The scope includes, but not limited to the following:

Any and all buildings deemed necessary by the City of Claremore for structural assessment.

CALENDAR OF EVENTS

Listed below are the dates and times by which stated actions must be taken or completed. If the City of Claremore determines, in its sole discretion, that it is necessary to change any of the dates and times, it will issue an Addendum to this RFQ. All listed times are applicable local times for Claremore, Oklahoma.

DATE / TIME	ACTION
July 21 st 2024	Advertising of Request for Qualifications
Same Day	Request for Qualifications documents released to potential Respondents
July 30 th 2024	Last day and time for Respondents to submit written communications and/or inquiries
August 2 nd 2024	Addenda, if any, responding to written communications/inquiries
August 6 th 2024	Deadline for submittals
None	Presentations, if invited to participate
August 6 th 2024	Recommendation of selected Respondent to the City of Claremore for approval

1. SCOPE OF SERVICES

- 1.1. Selected firms will be required to provide professional architectural, engineering and related services, including but not limited to some or all of the following services:
 - 1.1.1. Provision of engineering support in disciplines required to operate and maintain the assets managed by the City of Claremore including but not limited to General Civil, Structural, Mechanical, Electrical, Architectural, Environmental, Surveying and other disciplines required to perform the essential task.
 - 1.1.2. Investigation of maintenance concerns and development of reports detailing alternatives including budget estimates and recommendations.
 - 1.1.3. Development of project scope, budget, and design documents necessary to solicit bids/quotes in accordance with relevant design standards and public bid law.
 - 1.1.4. Consultation and coordination during the bid phase and construction contract procurement.
 - 1.1.5. Construction administration including consultation and coordination during the construction process, pay applications, and change orders.
 - 1.1.6. Attendance at on-site field investigations and local-site meetings as directed by the City of Claremore.
 - 1.1.7. Research of As-Built plans and existing field conditions.
 - 1.1.8. Performance of environmental or other investigations and preparation of reports as requested by the City of Claremore.
 - 1.1.9. Obtaining or renewing environmental and other state and federal permits required.
 - 1.1.10. Computer Aided Design and Drafting (CADD) Services
 - 1.1.11. Geographic Information Systems (GIS) Services
 - 1.1.12. Miscellaneous tasks requiring engineering judgment or services.
- 1.2. Projects may be funded by the City of Claremore, State, Grant, and/or Federal Funds. Successful firms will be required to comply with all applicable requirements.
- 1.3. Task orders will be given at the Owner's discretion.
- 1.4. Phase One comprehensive services include the Schematic Design Stage along with assisting the City of Claremore in budget and schedule development. Additionally, Design professionals may submit a proposal for Programming Services and/or the City of Claremore may elect to solicit additional proposals for programming from such firms as the City of Claremore deems qualified to provide programming services and may elect to contract such services. *If then authorized in writing by the City of Claremore, this stage will enter the Design Development. *If then authorized in writing by the City of Claremore, this stage will enter the Construction Document Stage.
 - 1.4.1. The Programming Stage shall produce a document describing gross facility areas, space requirements, approximate assignable areas, spatial relationships and adjacencies. This comprehensive document shall provide a narrative of the program as well as the tabular data and illustrations required to fully describe the program and its components. Programming shall comply with the City of Claremore Design Standards.
 - 1.4.2. The Schematic Design Stage shall include development of the Project site plan, floor plans, elevations,

selection of all building systems, and selection of major construction materials. Schematic Design documents shall completely describe and depict Project requirements in sufficient detail to allow approval by the City of Claremore. These details may include some combination of study models, perspective sketches or digital modeling. The Design Professional shall assist the City of Claremore with updating the preliminary Project budget and schedule.

1.4.3. *If authorized in writing by the City of Claremore*, the Design Development Stage shall produce documents that define and describe the size, character and location of all Facility systems, components, finishes and other items that may be appropriate; satisfy program requirements; comply with the City 's comprehensive Plan and the City of Claremore Design Standards; and comply with all applicable codes and regulations. The Design Professional shall provide detailed plans, elevations, sections, typical details and outline specifications of all building components and systems. Value engineering and lifecycle cost studies, environmentally responsible design alternates and other items to aid in the City of Claremore decision making shall be provided as required by the City of Claremore. Documents shall include, but not be limited to, criteria, evaluation of alternates and recommendation of structural systems, HVAC systems, electrical systems and energy conservation alternates. The Design Professional, in coordination with the Project Manager, shall assist the City of Claremore with development of probable cost to verify that the Project remains within the established budget.

1.4.4. *If authorized in writing by the City of Claremore*, the Construction Document Stage services shall result in a comprehensive set of construction drawings and specifications in sufficient detail as determined by the City of Claremore for procurement of construction services and construction of the Project including the preparation and certification of a Storm Water Pollution Prevention Plan. The Design Professional shall also assist the City of Claremore with an update of probable cost, preparation of procurement packages, value engineering and bid alternates development, if required. The Design Professional shall be responsible for submissions to and coordination with governing bodies having jurisdiction over the Project and revisions and modifications to the documents mandated by such governing bodies if required. Final Construction Documents shall be reasonably coordinated and free of any material errors or omissions, and the Design Professional shall document corrections in a timely manner.

1.5. Phase Two comprehensive services, *if authorized in writing by the City of Claremore*, shall include the Bidding Stage and the Construction Administration Stage.

1.5.1. Bidding Stage services shall include, but not be limited to, assisting with bidder list development; printing and distributing bid documents; attending pre-bid conference and general contractor interviews; preparing responses to questions from prospective bidders; providing clarification and interpretation of bid documents; reviewing bid alternates, exceptions and substitutions; and assisting with evaluation of contractor proposals and contract negotiations.

1.5.2. Construction Administration Stage services shall include, but not be limited to, attendance at regular construction meetings simultaneously with construction observation, preparation of meeting reports, review and approval of contractor submittals and pay applications, response to Requests for Information, evaluation of change proposals, preparation of a final punch list and one follow-up punch list, assistance in correction of punch list deficiencies, attendance at Substantial and Final Completion inspections and assistance with Project acceptance and contract close-out activities. The Design Professional shall also conduct a one (1) year warranty inspection with applicable subcontractors, prepare a deficiency report and assist with resolving warranty issues. The Design Professional, and its subcontractors as applicable, shall visit the site at a minimum of weekly intervals and also as needed to respond to construction issues and to determine in general if the work observed is being carried out in accordance with the contract documents; however, the Design Professional shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The Design Professional shall report to the City of Claremore

any known deviations from the contract documents and any defects and deficiencies observed in the work. The Design Professional agrees that its representatives during the construction phase shall be qualified by training and experience to make decisions and interpretations of plans and specifications and shall be empowered by the Design Professional to do so; such decisions and interpretations shall be binding upon the Design Professional as if made by him, and all such decisions shall be confirmed in writing at the earliest reasonable date. The Design Professional shall have no liability for site safety or the means and methods employed by the contractor.

2. SUBMITTAL REQUIREMENTS, FORMAT, AND PREPARATION GUIDELINES

2.1. Format and Preparation Guidelines

2.1.1. Submittal Remittance

Send Sealed Submittal To

City of Claremore
Attn: Asst Finance Director
Grady Lemons
104 S Muskogee Avenue
Claremore, Oklahoma 74017

Clearly Marked on Outside Envelope

RFQ# 2024-05 Professional Engineering Services for City-Owned Buildings

Due Date: August 6th, 2024

2.2. Instructions to Professionals

2.2.1. Respondents are to submit one (1) original complete submittals with signatures in blue ink, and FOUR copies, and one (1) electronic form of the complete submittal package that can be reproduced.

2.2.2. At due date and time, all submittals received by the due date will be opened for the sole purpose of recording the names of the individuals or firms submitting written responses.

2.2.3. If the submittal is mailed, sufficient time must be allowed to ensure the City of Claremore's proper receipt of the package by the time specified above. Allow an additional 24 hours for the City of Claremore's internal mail process. It is the responsibility of the firms to ensure that the properly marked and sealed submittal arrives at the City of Claremore. Submittals received after the due date and time will be returned to Respondent unopened.

2.2.4. Any submittal not prepared and received in accordance with provisions stated herein will be considered an informal response and any/or all of the submittal may be rejected.

2.2.5. Withdrawal of submittal will be accepted until the submission due date and time above. No submittal may be withdrawn after the deadline.

2.2.6. Each firm will pay all costs associated with the preparation of the submittal, and, if applicable, subsequent oral presentations if requested by the City of Claremore.

2.2.7. This file becomes a matter of public record and is open for review by the public upon the full execution of the agreement.

2.3. Submittal Content: The following information must, but not limited to, be included in the submittal packet:

2.3.1. Signed Proposal Cover Sheet.

2.3.2. Acknowledgement of number and date of addenda received

2.3.3. Company profile including but not limited to: State of Oklahoma License

2.3.4. General Reputation and Performance Capabilities: Describe the general reputation and performance capabilities of the firm and explain how these characteristics translate to optimizing results for the City of Claremore.

2.3.5. Years in business under current name, and project team members.

2.3.6. Description of the staff members of your firm and detailed resumes (can be an attachment)

2.3.7. Proposed technique(s) that will be utilized for life cycle costing.

2.3.8. Description of the quality of products to be considered to improve facilities, improve comfort and efficiency in reducing energy consumption and operating costs.

2.3.9. RFQ Signature Page.

2.3.10. Five (5) professional references for similar projects completed within the last five years:

2.3.11. Services and equipment provided, project cost, and benefits to the owner.

2.3.12. Client Name

2.3.13. Contact Name, Title

2.3.14. Contact Person: Phone/Fax Number/Email Address

2.3.15. Attachment A: Certification for Contracts, Grants, Loans, and Cooperative Agreements as required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352

2.3.16. Attachment B: No Proposal Notification, if necessary

2.3.17. If the Respondent fails to supply all required information, the submission may be deemed non-responsive at the discretion of the City of Claremore.

2.4. Submittal Format

2.4.1. Submittal shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements and an understanding of the City of Claremore's needs.

2.4.2. Submittals should be printed on letter size paper (8 ½" x 11") and bound with a spiral type binding that will allow the submittal to lie flat when open. Do not use metal-ring hard cover binders.

2.4.3. Include a Table of Contents page for the entire submittal and give sequential page numbers for each part of the submittal including attachments. **ARRANGE THE SUBMITTAL IN THE ORDER LISTED IN THE**

SUBMITTAL CONTENT SECTION OF THIS RFQ. Additional optional attachments that are listed in the SUBMITTAL CONTENT section may be included at the end of the submittal packet.

- 2.4.4. Separate each part of the submittal packet by use of a divider sheet with a tab for ready reference. Tab references shall correspond with the Table of Contents page.
- 2.4.5. Submittals are to be double sided with each side counted as a page. Table of Contents, 1 page Cover Letter, Submittal Cover Sheet and Divider tabs do not count toward total page count.
- 2.4.6. Each complete submittal will contain a maximum of thirty (30) pages, a cover letter, the Submittal cover sheet, the relevant requested Submittal information, and the required signature page. Brevity is a plus.
- 2.4.7. At the discretion of the respondent, a maximum of ten (10) additional qualifications related or marketing informational pages can be included in the submittal.
- 2.4.8. Detailed staff resumes including list of industry certifications may be included as a second attachment to the submittal packet. These additional pages will not be counted against the thirty (30) pages of the main content or the ten (10) additional pages of information.

2.5. Interpretation or Correction

- 2.5.1. The City of Claremore is not liable for interpretations/misinterpretations or other errors or omissions made by the Respondent in responding to this Request. Any required addendum to the RFQ and all clarifications, answers to questions, or changes to this RFP shall be provided through a City of Claremore-issued Addendum, which shall be distributed to vendors by fax and posted on the City website found at:

<https://claremore.com/bids/>

Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered “unofficial” and shall not bind the City to any requirements, terms or conditions not stated herein.

- 2.5.2. The City shall make every possible, good faith effort to issue any and all addenda(s) no later than seven (7) days prior to the due date for proposals. Any addendum issued after this date, shall be for material, necessary clarifications to the Request for Qualifications.
- 2.5.3. Any person, firm or corporation submitting a response is deemed to have read, understood and agreed to all terms, conditions and requirements set forth in the specifications. Respondent agrees to conform in general to the terms of these specifications, details of which will be set forth in a signed agreement mutually acceptable to and executed by the City of Claremore and the Respondent.
- 2.5.4. From the date of issuance until the City of Claremore takes final agency action, the Respondent must not discuss their submittal or any part thereof with any employee, agent, or representative of the City of Claremore except as expressly requested by the City of Claremore in writing. Violation of this restriction will result in rejection of the Respondent’s response.
- 2.5.5. All inquiries, requests for clarification, change of condition or requirement, specification omissions, doubt as to meaning, or requests for additional information must be submitted, in writing, or via email to (name) Grady Lemons email address: Grady.Lemons@claremore.com In the written request, the Respondent must identify him/herself and provide the page number, section, and paragraph of the conditions or requirements in question. The Respondent must also recommend specific written changes to the specified condition(s) or requirement(s).

2.5.6. All written inquiries or requests for changes or information must be received by Name: Grady Lemons (Grady.Lemons@claremore.com), no later than the scheduled date shown in the Calendar of Events outlined in this document. All Respondent inquiries or requests, the City of Claremore responses to these inquiries or requests, and other needs as may apply will be provided to all prospective Respondents by addendum. All addenda issued by the City of Claremore shall become a part of the RFQ, and Respondents shall acknowledge receipt of each addendum by number and date in its response.

2.5.7. Inquiries concerning Request for Qualifications – City Owned Damaged Buildings should be addressed as follows:

City of Claremore
Attn: Grady Lemons
104 S Muskogee Avenue
Claremore, OK 74017

Or via email to: Grady.Lemons@claremore.com

2.6. Provisions for Recommendation: It is understood that the City of Claremore reserves the right to the following:

2.6.1. Reject any and/or all Proposal submittals.

2.6.2. Accept any submittal or portion thereof most advantageous to the City of Claremore.

2.6.3. Revise the RFQ and/or issue addenda to the RFQ, in the event it becomes necessary to revise any or part of the RFQ. Addenda will be provided to all those who received the RFQ.

2.6.4. Cancel or re-issue the Request for Qualifications, in whole or in part, prior to execution of a contract.

2.6.5. Negotiate with the Respondent.

2.6.6. Award contract based on the overall best business decision for the City of Claremore including firm location or services offered.

2.6.7. Waive any informalities or regularities.

2.6.8. Award to single or multiple firms.

2.6.9. Request additional information or require a meeting with the Respondent for clarification.

2.6.10. Request presentations from Respondents following submission of the Proposals submittal.

2.6.11. Modify timelines, as issued in the form of an addendum.

3. EVALUATION CRITERIA AND SELECTION PROCESS

3.1. All proposals shall be initially evaluated based on criteria listed below by members of an advisory evaluation committee. Such advisory committee shall consist of individuals who have expertise regarding, or some experience with, the subject matter of the RFQ or, individuals who could be characterized as recipients, beneficiaries, or users of the RFQ's subject matter. All qualified proposals shall be evaluated by the committee using a point earned matrix. Evaluations and selection of the successful Respondent shall be based on the information submitted in the proposal.

3.2. In determining the professional services firms whose Proposals are in the best interests of the City of Claremore and a Quality Based Selection. The following criteria, among possible others, will be considered:

General Professional Impression	10 pts
Quality and successful completion of projects of similar size and cost.	20 pts
Firm's proximity to geographic location of the project.	10 pts
Firm's ability and capacity to perform the work.	20 pts
Time schedule and experience at timely delivery of design documents.	10 pts
Firm's ability to demonstrate understanding of the project requirements.	10 pts
Financial Controls	20 pts

Ability to accurately estimate and complete the project within available budget

Maximum Point Total 100 pts

3.3. By submitting a response to this RFQ, the Respondent accepts the evaluation process and acknowledges and accepts that determination of the most qualified firm(s) will require subjective judgments by the City of Claremore.

3.4. In Person Interview may be requested by the City of Claremore

4. GENERAL TERMS AND CONDITIONS

4.1. Firms are cautioned to read the information contained in this RFQ carefully and to submit a complete response to all requirements and questions as directed.

4.2. The City of Claremore reserves the right to reject any and all submittals and to waive any irregularities or technical defects in the response and reserves the right to select the best total program. the City of Claremore is not liable for any expense incurred by the professional services firm in the preparation and presentation of proposals.

4.3. Acceptable Sealed Submittals: Any submittal not prepared and received in accordance with provisions stated herein, will be considered an informal response and any/or all of the submittal may be rejected. the City of Claremore reserves the right to accept submittals or amendments to submittals that arrive after due date as deemed appropriate.

4.4. It is the responsibility of the firm to ensure that the properly marked and sealed submittal package arrives at the City of Claremore by the due date and time.

4.5. Governing Law and Venue: This RFQ and resulting contract, if any, and any disputes there under will be governed by the laws of the State of Oklahoma and the City of Claremore, Oklahoma.

4.6. Appropriated Funds: The purchase of any service, which arises from this solicitation, is contingent upon the availability of appropriated funds. If funds are withdrawn or do not become available, the City of Claremore can cancel the service contract by giving the firm written notice of its intention to cancel not less than ninety (90) days prior to the end of the term without penalty. Upon cancellation of the contract, the City of Claremore shall not be responsible for any payment of any services received that occur after the end of the current contract period.

4.7. Sales and Use Tax: The City of Claremore as a public entity and some cases exempt from state and local sales taxes.

4.8. Invoices: Payment terms on services that have been received and accepted by the City of Claremore will be net sixty (60) days.

- 4.9. Observance of the City of Claremore Rules and Regulations: Firm agrees that at all times its employees will observe and comply with all policies and procedures of the City of Claremore, including but not limited to smoking, parking and security directives. The firm will be required to follow the City of Claremore policies in dealing with improper conduct and discrimination and shall report all incidents or injuries to the City of Claremore.
- 4.10. Non-Exclusive Contract: This is not an exclusive contract and will not restrict in any way the City of Claremore's rights to contract with other firms for services and/or commodities similar to those specified within this RFQ.
- 4.11. Limitations of Remedies and Indemnification: Any firm awarded the RFQ accepts full responsibility for acts or conduct of its employees or agents, or services rendered, and agrees to indemnify, defend and hold harmless the City of Claremore and its officers, agents and employees from any and all claims, demands, damages, actions and costs or expenses in connection therewith that may relate to any subsequent agreement, or acts of the firm's employees or agents. the City of Claremore will not be liable for any damage or injury to the firm's employees or its properties. the City of Claremore does not agree to indemnify the vendor.
- 4.12. The firm may not assign, transfer, convey or otherwise dispose of this agreement or any right, title or interest herein without the prior written consent of the City of Claremore. Any contract resulting from this RFQ may only be amended in writing and signed by the firm and the City of Claremore using the same degree of formality evidenced in the contract resulting from this RFQ.
- 4.13. The professional service firm shall not name the City of Claremore in its external advertising, marketing programs or other promotional efforts, any data, pictures or other representation of the City of Claremore except on the specific, written authorization in advance by the City of Claremore's Mayor/City Commission and/or the City Manager.
- 4.14. The agreement between the firm and the City of Claremore may be cancelled by mutual written agreement of both parties upon ninety (90) days notice. the City of Claremore may cancel the agreement effective thirty (30) days after a written notice from the City of Claremore is provided to the firm if the firm does not provide satisfactory service or fails to follow a reasonable schedule of agreed upon services, or otherwise fails to operate in a professional manner.
- 4.15. The professional services firm is subject to and must comply with provisions of the City of Claremore's policies and applicable state and federal anti-discrimination laws.
- 4.16. Insurance: Prior to beginning work, successful bidder shall deliver certificates of insurance as evidence of the coverage indicated below; such evidence shall include documentation of thirty (30) day prior written notice to the City of Claremore of cancellation, non-renewal or material change in coverage.
- 4.16.1. The professional services firm will obtain all insurance required under this agreement before commencing work. The firm awarded this RFQ shall furnish the City of Claremore with a certificate of insurance as proof of coverage. The certificate shall include the City of Claremore as an additional insured. No cancellation of this insurance may be affected without thirty (30) days prior written notice to the City of Claremore. Companies writing insurance under this article must be licensed to do business in the State of Oklahoma. All costs for insurance will be borne by the firm. The professional services firm shall affect and maintain comprehensive general liability, automobile liability, workers' compensation, and occupational disease insurances at statutory limits, and professional liability insurance. With the exception of professional liability, all policies shall be written on an "occurrence" not "claims made" basis. The policies shall have a minimum combined single limit of \$1 million with a \$2 million aggregate.
- 4.16.2. The insurance certificates should be delivered to:

City of Claremore
Attn: Asst Finance Director
104 S Muskogee Avenue
Claremore, OK 74017

4.16.3. Each insurance policy maintained by Contractor must be endorsed as follows:

4.16.3.1. "The City of Claremore is Named an Additional Insured." (Except the Workers' Compensation)

4.16.3.2. "Underwriters waive all rights of subrogation against the City of Claremore."

4.16.3.3. "The coverage afforded herein shall be primary in relation to any policies carried by the City of Claremore." Provide thirty (30) days written notice of cancellation or reduction of any coverage to the City of Claremore.

4.16.4. Insurance provider shall provide thirty (30) days written notice of cancellation, non-renewal, or reduction of any coverage to the City of Claremore.

4.16.5. Contractor shall maintain the following:

4.16.5.1. Workers' Compensation and Employers' Liability Insurance in accordance with all applicable State laws. Employers' Liability Insurance, including Occupational Disease, with limits of liability of not less than \$500,000 each accident and \$500,000 each employee.

4.16.5.2. Commercial General Liability Insurance with limits of liability of not less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), property damage and fire damage. Such insurance shall include, but not be limited to personal injury (libel, slander and false arrest), broad form property damage, blanket contractual liability and products/completed operations insurance.

4.16.5.3. Comprehensive Automobile Liability Insurance including owned, hired and non-owned vehicles with limits of liability of not less than \$500,000 combined single limit per occurrence for bodily injury (including death) and property damage.

5. COMPLIANCE WITH FEDERAL REQUIREMENTS

Since the parties anticipate that federal funding will be applied to this Request for Proposal/Agreement/Contract, the following federal contract clauses must be complied with, where applicable, in addition to the clauses already mentioned.

5.1. Equal Employment Opportunity: During the performance of this contract, the contractor agrees as follows:

5.1.1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will 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:

5.1.1.1. 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this

nondiscrimination clause.

- 5.1.2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 5.1.3. The contractor will 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.
- 5.1.4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5.1.5. The contractor will 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.
- 5.1.6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 5.1.7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction 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.
- 5.1.8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and 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 will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
 - 5.1.8.1. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 5.1.9. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable

to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

5.1.10. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5.2. Compliance with the Contract Work Hours and Safety Standards Act (2 CFR 200 Appendix II).

5.2.1. Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

5.2.2. Violation, liability for unpaid wages, liquidated damages: In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

5.2.3. Withholding for unpaid wages and liquidated damages: The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

5.2.4. Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this

section.

5.2.5. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

5.2.6. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5.3. Extension to Successors and Assigns: Each and all of the covenants and agreements contained in the Agreement affected by the acceptance of the Proposal shall extend to and be binding upon the successors and assigns of the parties thereto. Rights under this Agreement may not be assigned without mutual written consent of the parties.

5.4. Binding Agreement: This Agreement shall be construed in a neutral manner. This Agreement reflects the complete and full terms of agreement that is binding between the parties. The pages may be signed on separate pages, in counterparts and together are deemed to be one document. A true electronic copy is deemed an original.

5.5. Governing Law: All disputes relating to the execution, interpretation, construction, performance, or enforcement of the Agreement and the rights and obligations of the parties hereto shall be governed by the laws of the State of Oklahoma and resolved in a District Court of Oklahoma or applicable Federal Court of Oklahoma. Contractor hereby consents to and waives any objection to venue and jurisdiction in such courts.

5.6. Severability: If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

5.7. Clean Air Act

5.7.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

5.7.2. The Contractor agrees to report each violation to the City of Claremore and understands and agrees that the City of Claremore will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

5.7.3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5.8. Federal Water Pollution Control Act

5.8.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.

5.8.2. The Contractor agrees to report each violation to the City of Claremore and understands and agrees that the City of Claremore will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.

5.8.3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5.9. Suspension and Debarment

5.9.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

5.9.2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

5.9.3. This certification is a material representation of fact relied upon by the City of Claremore. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Claremore, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

5.10. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5.11. Byrd Anti-Lobbying Act: The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

5.11.1. If applicable, contractors must sign and submit the following certification to the non-federal entity (NFE) with each bid or offer exceeding \$100,000. Each tier certifies to the tier above that it will not and has not used federally 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 recipient who in turn will forward the certification(s) to the federal awarding agency. The "44 C.F.R. Part 18 – Certification Regarding Lobbying" shown on ATTACHMENT A must be signed and included with the contract documents.

5.12. Anti-Kickback Clause: The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

5.13. Procurement OF Recovered Materials: In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

5.13.1. Competitively within a timeframe providing for compliance with the Contract performance schedule;

5.13.2. Meeting Contract performance requirements; or

5.13.3. At a reasonable price.

5.13.4. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

5.14. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

5.14.1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

5.14.2. Prohibitions.

5.14.2.1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

5.14.2.2. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

5.14.2.2.1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

5.14.2.2.2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

5.14.2.2.3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

5.14.2.2.4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

5.14.3. Exceptions.

5.14.3.1. This clause does not prohibit contractors from providing:

5.14.3.1.1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

5.14.3.1.2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

5.14.3.2. By necessary implication and regulation, the prohibitions also do not apply to:

5.14.3.2.1. Covered telecommunications equipment or services that:

5.14.3.2.1.1. Are not used as a substantial or essential component of any system; and

5.14.3.2.1.2. Are not used as critical technology of any system.

5.14.3.2.2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

5.14.4. Reporting requirement.

5.14.4.1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

5.14.4.2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

5.14.4.2.1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

5.14.4.2.2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5.14.5. Subcontracts. The Contractor shall insert the substance of this clause (Section 5), including this paragraph (5.15.5), in all subcontracts and other contractual instruments.

5.15. Domestic Preferences for Procurements.

5.15.1. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

5.15.2. For purposes of this clause:

5.15.2.1. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

5.15.2.2. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

5.16. Access to Records

5.16.1. The following access to records requirements applies to this contract:

5.16.1.1. The Contractor agrees to provide the City of Claremore, OEM, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

5.16.1.2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

5.16.1.3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

5.16.1.4. In compliance with Section 1225 of the Disaster Recovery Reform Act of 2018, the City of Claremore and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

5.17. Termination

5.17.1. Termination for Cause. The City of Claremore (Owner) shall submit a written notice to the contractor and surety which justifies placement of the contractor in default if:

5.17.1.1. The Work is not begun within the time specified in the Notice to Proceed.

5.17.1.2. The Work is performed with insufficient workmen, equipment, or materials to assure prompt completion.

5.17.1.3. The contractor performs unsuitable, neglected, or rejected work, refuses to remove materials.

5.17.1.4. The Work is discontinued.

5.17.1.5. The Work is not completed within the Contract Time or time extension.

5.17.1.6. Work is not resumed within a reasonable time after receiving a notice to continue.

5.17.1.7. The contractor becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency.

5.17.1.8. The contractor allows any final judgment to stand unsatisfied for a period of ten (10) days.

5.17.1.9. The contractor makes an assignment for the benefit of creditors.

5.17.1.10. The Work is not performed in an acceptable manner.

5.17.1.11. If the contractor or Surety does not remedy all conditions cited in the written notice within ten (10) days after receiving such a notice, the contractor is placed into default. In that event, the Owner may obtain the necessary labor, materials, and equipment, or enter into a new Contract in order to complete the Work. All costs incurred by the Owner for completing the Work under the new Contract will be deducted from the payment due the contractor. If the expense exceeds the sum payable under the Contract, the contractor and surety shall be liable to pay the Owner the difference.

- 5.17.2. Termination for Convenience. The City of Claremore (Owner) may, at any time, terminate this Contract or any portion thereof, for Owner's convenience, upon providing written notice to the contractor. In such case, contractor shall be paid for all work completed through the date notice was provided (less payments already received) and reasonable demobilization and restocking charges incurred, and reasonable overhead and profit based upon industry standards on the work performed. In no event shall the contractor be entitled to payment of overhead and profit on work not performed. In the event it is determined that the contractor was wrongfully terminated for cause, such termination shall be automatically converted to a termination for convenience and payment be made as provided under this Section.
- 5.18. Breach: Any breach of the Contract by Contractor shall be governed by the Termination provision of the Contract. Additionally, in the event that that the City of Claremore incurs damages as a result of Contractor's breach, the City of Claremore may pursue recovery of such damages from Contractor. The City of Claremore further retains the right to seek specific performance of the Contract at any time as authorized by law. The City of Claremore further retains the right to otherwise pursue any remedies available to the City of Claremore as a result of the Contractor's breach, including but not limited to administrative, contractual, or legal remedies. Termination for cause and convenience are governed by the Termination provision of the Contract
- 5.19. Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.
- 5.20. DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.
- 5.21. Compliance with Federal Executive Orders: This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 5.22. No Obligation by the Federal Government: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.
- 5.23. Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.
- 5.24. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms: If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- 5.24.1. Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are also required for the hiring of any subcontractors under this contract.
- 5.24.2. Affirmative steps must include:
- 5.24.2.1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 5.24.2.2. Assuring that small and minority businesses, and women's business enterprises are solicited

whenever they are potential sources;

5.24.2.3. 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;

5.24.2.4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5.24.2.5. 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

5.25. Copyright and Data Rights: License and Delivery of Works Subject to Copyright and Data Rights – The contractor grants to the City of Claremore, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the contractor will identify such data and grant to the City of Claremore or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the contractor will deliver to the City of Claremore data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Claremore.

Attachment A: Certification for Contracts, Grants, Loans, and Cooperative Agreements as required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$ 100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Contractor's Authorized Official

Date

Name & title of Contractor's Authorized Official

Attachment B: No Proposal Notification

City of Claremore RFQ 2024-05
Professional Engineering Services for City-Owned Buildings

The City of Claremore is interested in receiving competitive pricing on all products and services. The City of Claremore places significant value on quality vendors and desires to keep interested companies as vendors and suppliers of materials, equipment, and services. It is important for the City of Claremore to determine the reasons that vendors do not respond to this contract item. The City of Claremore will evaluate responses and attempt to determine if future changes are necessary in our specification development or procedures.

WILL NOT SUBMIT A RESPONSE

Vendor Name

REASON FOR NO RESPONSE: *(Please place an **X** by one or more of the reasons listed below.)*

- _____ Do not supply the requested product or service.
- _____ Quantities offered or scope of project is TOO SMALL to be supplied by our company.
- _____ Quantities offered or scope of project is TOO LARGE to be supplied by our company.
- _____ Cannot bid against MANUFACTURER on this item.
- _____ Cannot bid against RESELLER on this item.
- _____ Specifications not clear enough to submit a response *(please explain)*.
- _____ Time frame for bidding is too short *(please explain)*.
- _____ Time frame to produce the product or service is too short.
- _____ Other *(Please state the reasons.)* _____

FOR PURPOSES OF FUTURE SUBMITTALS, PLEASE INDICATE:

- _____ My Company would like to remain on the vendor list.
- _____ My Company **does not** want to remain on the vendor list.

Signature Date

Address CITY State Zip

Phone Number Fax Number Email Address



RFP-20XX-RFP TITLE

RFP TITLE

Indemnification Form

The following indemnification agreement shall be, and is hereby a provision of any contract. Failure to submit this form with your proposal response shall result in your proposal being rejected as unresponsive.

The successful contractor agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

COMPANY _____

TAXPAYER IDENTIFICATION NUMBER _____

AUTHORIZED SIGNATURE _____

ADDRESS _____

TELEPHONE _____

TOLL-FREE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

CLAREMORE

FINANCE DEPARTMENT

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following boxes. <input type="radio"/> Individual/sole proprietor or single-member LLC <input type="radio"/> C Corporation <input type="radio"/> S Corporation <input type="radio"/> Partnership <input type="radio"/> Trust/estate <input checked="" type="radio"/> Limited liability company. Enter U.S. tax classification (C, S, S-Corp, Partnership) <input type="text"/> <small>Note: Check the appropriate box for the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of the owner.</small> <input type="checkbox"/> Other (see instructions)		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <input type="text"/> Exemption from FATCA reporting code (if any) <input type="text"/> <small>to 11154intJ.ltJJo,irsiaQ thi U.S.J</small>
5 Mailing address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number (if more than one)		

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

- -

or
Employer identification number

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

Any individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.