

THE CITY OF CLAREMORE



REQUEST FOR PROPOSALS WATERWAY DEBRIS REMOVAL RFP-2024-08

December 8, 2024

Section 1

GENERAL INFORMATION

1.1 Purpose of the RFP

This request for proposal (RFP) is issued by the City of Claremore in Rogers County Oklahoma.

The purpose of this RFP is to establish a contract with a qualified contractor for emergency waterway debris removal services. Responders must have experience in waterway debris removal activities and possess the means to perform such activities. The selected contractor will be required to comply with applicable regulations.

1.2 Background

The City is requesting proposals for emergency waterway debris removal services related to removal of debris from multiple waterways throughout the City. This RFP is for removal, transporting, and disposal of the debris material from waterways. All work will be in general conformity with the guidelines provided by FEMA. The limits of debris removal will be assigned via a task order basis by waterway. Waterways will be tasked based on a variety of factors, including level of debris and permitting. Debris removal included within this contract will be completed by - based removal.

Exhibit “A” Contains a list of waterways to be considered in this scope. The City reserves the right to add or delete waterways to the scope at any time with an Amendment/Change Order to the Task Order.

1.3 Scope of Services

The contractor shall provide all equipment, labor, and material for work as specified herein and in the work order (s). The contractor shall provide all labor and materials necessary to fully operate and maintain all equipment under this contract. The contractor shall provide sufficient management, administration, supervision and safety and quality controls to assure the safety, quality, completeness, and timely progress of the work. The contractor will conduct the work so as not to interfere with other disaster response and recovery activities of federal, state, and local governments or agencies or any Public Utilities. The contractor is responsible for providing access to the waterways for mobilization of equipment as well as for the removal and transport of debris from the waterways. The contractor shall not move from one designated work area to another designated work area without prior approval and receipt of a new task order. The contractor shall remove all dirt, mud, and debris from roadways impacted by the debris removal activities. The contractor shall notify the City of its designated representative by 12:00 PM each day of the number of

crews that will be working the following day for the purpose of scheduling and progress tracking. If the City ascertains that additional crews are needed to complete the work as scheduled, the contractors shall comply with the City's request for additional crews.

The contractor shall work with the City or its designated representative for daily progress updates, meetings, and general coordination. The contractor shall be prepared to report real time progress of debris removal activities, including forecasting's anticipating level of effort and project schedules.

The City has retained a project manager for emergency and disaster recovery services that will act as the designated point of contact for the City. Invoices for services shall be submitted monthly by the contractor for review and approval. The City reserves the right to assign authority for review on invoicing to the designated City point of contact.

The successful contractor shall furnish the City proof of all current and necessary permits held by them and which may be required under this agreement.

1.3.1 Vegetative and C&D Debris Removal Operations

The work shall consist of waterway debris removal and designated areas. The scope of work will include the removal, transporting, and disposal of the debris in accordance with all applicable federal, state, and local regulations.

Debris shall not be stockpiled along any navigable right of way (ROWs). Debris that is cleared and piled for removal must be removed that same day.

The contractor shall immediately repair and or clean all roadways, sidewalks, levies, canal banks, utilities, pipelines, drainage structures and other features that are damaged by the contractor operations. This will include rest sloping damaged surfaces the original grade.

If the contractor completes any activities outside of the permitted scope of work, and the US Army Corps of Engineers (USACE) or the Department of Energy and Natural Resources (DNR) deems such activity to be a violation to the permit, the contractor will be responsible for permitting and mitigating the activities through the USACE and DNR as necessary.

1.3.2 Performance

At the time of receipt of notice to proceed (NTP), the contractor will be expected to immediately participate in a planning meeting with the City and its authorized representatives. Within 48 hours from the receipt of the NTP, crews must begin mobilizing to site. Within 72 hours from receipt of NTP, the contractor shall complete a preliminary inspection of the task ordered waterways to estimate the amount of debris and the number of crews required to complete the work within the allotted contract time. Contractors shall

plan on supplying a minimum of two (2) crews initially and must begin removing debris within 72 hours beyond receipt of the NTP. Contractor must provide an additional two (2) crews within 144 hours of NTP. The City reserves the right to require additional crews, as deemed necessary, which must be provided within 120 hours of the request. Contractor shall possess the ability to work in multiple waterways concurrently.

The contractor will perform work on a task order basis as issued by the project manager. No work shall commence under the respective task order unless the NTP has been issued specifically for that task order. A task order may act as its own NTP if directed as such at that time.

1.3.3 Mobilization and Demobilization

Mobilization shall consist of all preparatory work and operations, including those necessary for movement of personnel, equipment, supplies and incidentals to and from the project sites, temporary matting will need to be used in certain areas to prevent extensive ground disturbance this will need to be included in the price.

1.3.4 Staging and Disposal Sites

Vegetative landfill (reduction site) - Contractor shall use the City's provided disposal sites for vegetative debris. Management, processing and reduction of all eligible vegetative debris and/ or residue at the City designated disposal site. The contractor shall be responsible for the segregation of debris at all sites to facilitate disposal and approved sites.

Staging- The contractor may require temporary staging for debris removed from waterways. Access along these waterways is limited. the contractor that is the option to locate and or procure additional access points at no additional cost to the City. The contractor shall assess waterways to determine the most appropriate debris removal method. Contractor shall not stage debris temporarily for greater than one day without loading and hauling to approved disposal site. Staging locations shall be pre-approved by the City as part of the work plan prior to utilizing. Waterways may not have available staging along a significant length of waterway. Contractors will be required to transport debris the nearest access point.

1.3.5 Services

1.3.5.1 The contractor shall provide all management, supervision, labor and equipment necessary to complete this work identified in this RFP and issue task order. No explosives will be permitted activities required prior to starting work or:

- A. Debris removal crew size, composition and certifications shall be submitted to the City for review and/or approval.

- B. Personal property items, such as but not limited to automobiles, boats, trailers, and recreational vehicles, shall be relocated off site as directed by the City to the nearby ROW such that they will not interfere or hinder the contractors' operations. The contractor shall take reasonable care not to damage personal property items while moving them and shall be responsible for damages to personal property items being moved, unless such damages are determined to be the result of negligence through his actions. The contractor is not responsible for storm-related or other pre-existing damage to personal property.
- C. Debris removal cannot commence without a quality assurance/ quality control (QA/ QC) monitor representative present. QUESTION: should the QA/QC monitor be defined?

1.3.5.2 The contractors responsible for ensuring Traffic Safety in all work areas in accordance with the most stringent county ODOTD, FEMA, and OSHA rules and regulations. Flag person, spotters, temporary signage, or other approved means shall be provided by the contractor as needed to comply with the above requirement.

If the contractor completes any activities outside of the permitted scope of work, and the U.S. Army Corps of Engineers (USACE) or the department of natural resources (DNR) themes it a violation to the permit, the contractor will then be responsible for permitting and mitigating the activities through the USACE and DNR as necessary.

1.3.6 Submittal Requirements

1.3.6.1 Submittals

The contractor shall provide the following submittals for review and/ or approval 24 hours after notice of award as well as all applicable contract documents:

- A. Contractor Safety Plan
- B. Organizational Chart with Contact List
- C. Contractor Quality Assurance/Quality Control Plan
- D. Copies of all required permits and licenses
- E. Contractor work plan, to include disposal methodology and access plan per waterway. Waterway specific information may be provided at the time of an issued task order for each waterway.

1.3.6.2 Contractor Safety Plan

The contractor shall submit and implement an approved safety plan. The plan shall address standard general construction and maritime requirements. The contractor shall maintain a person whose sole function will be to monitor and implement safety

regulations for all crews, maintain all safety records, hold daily tailgate meetings which may include monitors for daily input, update bulletin board and maintain all the above mentioned for the duration of the contract for said contractor. One copy of the completed contractor safety plan shall be provided within 24 hours of the contract award.

1.3.7 Environmental Protection, Historic Preservation, Protection of Property and Restoration

For this contract, Environmental Protection is defined as the retention of the environment in its natural state to the greatest extent possible during execution of this contract.

Environmental Protection requires consideration of air, water, and land, and involves noise and solid waste management, as well as other pollutants. The contractor and its subcontractors shall incorporate appropriate measures to manage environmental pollution arising from the debris removal activities and performance of this contract. All trucks transporting excavated material shall be sealed. Trucks will have their loads covered with tarps during transport. Loads shall not be stockpiled along any ROWs but should be removed the same day the load is placed.

1.3.8 Debris Classification

Eligible debris under this contract consists of woody debris and construction and demolition (C&D) Debris generated by the storm and located within the subject area.

The contractor shall remove dangerous trees and debris when it poses an immediate threat to life, health, and safety, is located within the waterway or its banks, and is the legal responsibility of the City. Trees shall meet one or more of the following conditions and will be subject to the review of the onsite monitor prior to removal:

- Has a diameter breast height of 6 inches or greater
- Trees leaning at an angle of 30° or greater and limbs hanging
- Trees that have more than 50% of the crown damaged or destroyed
- Trees that have a split trunk or broken branches that expose the heartwood
- Trees that have fallen or been uprooted within the waterway or its adjacent banks
- Trees that have fallen within the waterway and been dislodged by this disaster

1.3.9 Debris Removal and Disposal

1.3.9.1 Eligible debris and other waste shall be taken off- site throughout the debris removal process. The contractor shall not allow debris to accumulate for more than one day. This debris shall be loaded into trucks and taken to the contractor designated reduction/ disposal sites approved by ODEQ. Debris shall be removed and transported in a manner that prevents spillage on streets or

adjacent areas. Transportation of all debris shall follow all applicable federal, state, and local regulations and laws governing the same.

1.3.9.2 Debris and rubbish including, but not limited to: trash, metal, plastic, and glass, shall be removed from the work site. Debris shall be removed and transported in a manner that prevents spillage on streets or adjacent areas. Transportation of all debris shall follow all applicable federal, state, and local regulations and laws governing same

1.3.9.3 Load tickets shall be filled out for tracking purposes of the removal of all debris and shall include the volume in cubic yards for each load being hauled to the landfill/ reduction site. Load tickets from demolition sites shall be noted as such. Load tickets shall document cubic yard volume measurements for eligible debris and shall be provided by the QA/QC monitor. The load tickets will be sequentially numbered. Load tickets will only be issued for debris removed. Load tickets issued for zones containing both clear and unclear areas shall not be permitted. New tickets shall be written when work must be stopped due to a clear area and again restarted at the next unclear area.

- a. Ticket Number
- b. Work Order Number
- c. Date
- d. GPS Reading
- e. Contractors Name
- f. Subcontractors Name and Crew ID
- g. Truck or Roll-Off Number
- h. Point of Debris Collection (Address)
- i. Truck Capacity
- j. Loading Departure Time/Inspector
- k. Disposal Site Arrival Time/Inspector
- l. Actual Debris Volume
- m. Truck Driver
- n. Structure Condition & Classification
- o. Debris Classification
- p. Distance to Drop Off Point
- q. Disposal Site

1.3.9.4 Upon arrival at the disposal site, the vehicle operator shall give the entire 3- part load ticket to the QA/QC tower monitor. The monitor will verify the hauler and the equipment and determine each trucks actual volume of debris that is being hauled, after deduction void spaces, if any period the actual volume of debris will be recorded on the load tickets by the monitor to the nearest cubic yard, and the vehicle operator will be provided with one of the copies. The contractor will

be given a copy of the load ticket, and the original ticket shall be kept by the QA/QC monitor representative or the designated representative. The low ticket shall be submitted with the daily report.

1.3.10 Special Considerations

- 1.3.10.1 The contractor shall secure the area to provide a safe work site. The contractor shall take all necessary precautions as required to prevent damage to levies, terms, and surrounding areas of the debris removal operations. The contractor shall immediately repair any damage caused by the contractor's equipment. Any damage shall be repaired at the contractor's expense. The debris work area shall be left clean and clear of debris as reasonable and practical under the conditions of this contract.
- 1.3.10.2 The contractor shall use equipment and perform work in a manner to prevent damage to adjacent infrastructure facilities, utilities, pipelines and adjacent ROW's. The contractor shall repair any damage caused by the contractor's equipment in a timely manner at no expense to the City. All equipment shall be approved prior to use. All loading equipment shall have St. tracks and wheels to operate on the street/ Rd. using buckets and/ or boom and grapple devices to remove and load the debris. Any damage to private property, sidewalks, curbs, utilities, or streets shall be repaired at the expense of the contractor. Riding along the levee area shall be kept to a minimum and repaired after any occurrence. The operation of machinery in a manner conducive to running shall not be allowed if rutting does occur.
- 1.3.10.3 Before beginning any work, the contractor shall visually survey the site to identify any problem areas. The contractor shall take necessary precautions to prevent any damage. The contractor shall protect all fire hydrants and all utilities during work operations. Any damaged items shall be repaired or replaced as a non-reimbursable expense.
- 1.3.10.4 The contractor shall plan the work to minimize the impact on the neighborhood. The contractor shall conduct the work so as not to interfere with the disaster response, adjacent contractors and recovery activities of federal, state, and local governments or agencies, or of any Public Utilities.
- 1.3.10.5 The City reserves the right to inspect the site, verify quantities, and review operations at any time.
- 1.3.10.6 All debris must be removed with debris removal machinery. The contractor cannot pull vegetative debris with ropes or cables. No dredging (including wheel washing) of silt will be permitted. Mats must be utilized if excavators or other debris removal equipment began to track, rut, or damage the surface to the levees, roads, ROWs, or berms in any way. Activities shall be subject to the terms of all FEMA and/or permitted requirements. Disturbance of areas outside

the limits of these requirements shall be immediately corrected at no cost by the contractor.

1.3.10.7 The debris removal operations will be required at some locations that do not have vehicular access (only water access available). At these locations, the contractor will be required to transport debris to the nearest vehicular access point at no additional cost. The City has limited access available to some waterways. The contractor shall provide or require access at no additional cost to the City. Contractor is advised that access points to many of these waterways may require access through wetlands. The contractor shall take all necessary precautions to abide by permit regulations to limit impacts, including but not limited to matting over equipment access pass.

1.3.10.8 Specialized handling equipment and small trash trucks will be needed to remove debris in some areas due to steep slopes (i.e. small trash trucks, large telehandlers, and other specialized debris removal equipment). Damage to slopes must be immediately repaired to its previous condition as approved by the City and at no additional cost to the City. Damages will also include rutting of berms, slopes, and crowns during wet weather conditions. Contractors should take all necessary precautions so as not to cause damage. Additional access ramps may be constructed by the contractor to access areas pending approval by the City at no additional cost to the City.

1.3.11 Measurement and Payment

1.3.11.1 Disposal

A. Disposal Sites

Upon termination or completion of this contract, the contractor shall vacate and remove, or cause to be vacated or removed, all property belonging to contractor, any subcontractor, agent or employee. Any property not removed shall be deemed abandoned and any costs incurred by the City and disposal of same shall be withheld from any final payment due. The contractor will be responsible for obtaining the following types of ODEQ approved landfills from disposal of debris from this contract:

1. TYPE vegetative, reduction
2. Type III Landfill

Landfill tipping fees, taxes, and all other costs associated with disposal at the ODEQ certified landfills shall be paid by the contractor and shall be included in the quoted cubic yard unit price listed in the bid proposal.

B. GENERAL

Contractor will be paid for material removed and disposed at the unit prices listed in the fee schedule for the items listed below. The contractor shall not be entitled to a change order to amend the contract unit prices for either an increase or decrease in work performed under this contract. The contractor shall not be entitled to any compensation in addition to the unit charges stated herein.

C. MEASUREMENT-DEBRIS

Measurement of debris will be on a cubic yard basis for all debris. The QA/QC monitor representative shall determine the volume of material for each truck using FEMA measuring protocols. The volume determined by the low tickets shall be the volume for which the contractor is paid the maximum amount of volume allowed for each truck shall not exceed the certified measured and approved truck volume. Truck measurements will be performed and certified by the QA/QC monitor representative in accordance with FEMA guidelines.

D. PAYMENT METHODS- REQUIRED BID ITEMS

Proposal shall include the below items. The contractor is responsible for paying all tipping fees.

Item No. 1A- Land-Based Vegetative Storm Debris Removal:

Removal of vegetated storm debris from all City waterways assigned on a task order basis via land-based operations will be eligible under this pay item the contractor shall load, haul and dispose vegetative debris at the designated ODEQ approved vegetative disposal / processing site. Contractor shall perform all work in accordance with all federal, state, and local rules, regulations and laws and is responsible for thoroughly documenting the condition of the site prior to use. The contractor shall load, haul and dispose vegetative debris at the designated ODEQ approved vegetative disposal/ processing site only using Land- based machinery. The contractor will be held responsible for returning the site to its condition prior to use in connection with the storm event. Payment will be made on a cubic yard basis for the actual volume of waste at the contracted unit rate in accordance with the fee schedule identified in the proposal. If debris is accessible by land, it shall be paid under this line item, even if removed via water-based machinery. Tipping fees are to be included in the price.

Item No. 1B-Water-Based Vegetative Storm Debris Removal:

Removal of vegetative storm debris from all City waterways assigned on a task order basis via water- based operations will be eligible under this pay item contractor shall perform all work in accordance with all federal, state, and local rules, regulations and laws. The contractor shall load, haul and dispose vegetative debris at the designated ODEQ approved vegetative disposal/ processing site. Contractor shall perform all work in accordance with all federal, state, and local rules, regulations and laws and is responsible for thoroughly documenting the condition Of the site prior to use. The contractor will be held responsible for returning the site to its condition prior to use in connection with this storm event. Payment will be made on a cubic yard basis for the actual volume of waste at the contracted unit rate in accordance with the fee schedule identified in the proposal. Tipping fees are to be included in the price.

Item No. 2A-Land-Based Construction and Demolition Storm Debris Removal:

Removal of all construction and demolition storm debris from all designated waterways assigned on a task order basis via land- based operations will be eligible under this pay item. The contractor will load, haul and dump this debris at a contractor designated type III landfill Approved by ODEQ. The contractor shall load, hall and dispose vegetative debris at the designated ODEQ approved vegetative disposal/ processing site. Contractor Shall perform all work in accordance with all federal, state, and local rules, regulations and laws and is responsible for thoroughly documenting the condition of the site prior to use the contractor will be held responsible for returning the site to its condition prior to use in connection with this storm event. Payment will be made on a cubic yard basis for the actual volume of waste at the contracted unit rate in accordance with the fee schedule identified in the proposal. If debris is accessible by land, it shall be paid under this line item even if removed via water- based machinery. Tipping fees are to be included in the price.

Item No. 2B- Water- Based Construction and Demolition Storm Debris Removal:

Removal of all construction and demolition storm debris from all designated waterways assigned on a task order basis via water- based operations will be eligible under this pay item. The contractor will load, haul and dump this debris at a contractor designated type III landfill approved by ODEQ. The contractor shall load, haul and dispose vegetative debris at the designated

ODEQ approved vegetative disposal/ processing site. Contractor shall perform all work in accordance with all federal, state, and local rules, regulations and laws and is responsible for thoroughly documenting the condition of the site prior to use payment will be made on a cubic yard basis for actual volume of waste at the contracted unit rate in accordance with the fee schedule identified in the proposal. Tipping fees are to be included in the price.

Item No. 3 – Management, Reduction (by Grinding), and Processing of all Vegetative Debris:

Including preparing and layout of site, management, maintenance and operation of the disposal site, the receiving, sorting, and segregation of vegetative debris, furnishing materials, supplies, labor, tools and equipment necessary to perform services; maintenance of internal roadways, provided traffic control, dust control, drainage control, erosion control, lighting, all required permits, environmental monitoring, and safety measures; vegetative debris must be continually reduced by chipping as delivered on-site.

Item No. 4-Loading, Hauling, and Final Disposal of all Reduced Vegetative Debris:

Line item includes the loading, hauling, and disposal per ODEQ regulations of all reduced material described above in line item 2 to the final disposal site.

1.3.12 Miscellaneous Provisions

1.3.12.1 Environmental Impairment

The successful contractor, at their expense, shall comply with all applicable laws, regulations, rules, and orders including, but not limited to, federal, state, and local regardless of when they become or became effective and furnish satisfactory evidence of such compliance to City upon request.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the premises due to contractors use and occupancy thereof, the successful contractor, at its expense, shall be obligated to clean all property affected thereby to the satisfaction of the City (in so far as the property owned and controlled by City is concerned) and any governmental body having jurisdiction thereover.

1.3.12.2 Assignment

Neither party shall assign, sublet, transfer, nor convey this agreement or any other monies due or to become due to it here under without the prior consent of the other.

1.3.12.3 Subcontracting

If it is necessary for the awarded contractor to subcontract personal and equipment, subcontractor is required to meet all applicable federal and state regulations.

1.3.12.4 Safety

The successful contractor must perform all operations in a prudent, conscientious, safe, and professional manner. At a minimum, the successful contractors personal and equipment shall comply with all safety requirements set forth in state, federal, and local laws and regulations and shall ensure that agents, employees, and subcontractors perform the work in a safe manner.

1.3.12.5 Quality Assurance

The City we'll have management oversight on each task order to ensure that production is acceptable and according to the department's expectations. The contractor will be responsible for providing an immediate plan to remedy any and all City request regarding contract operations, personnel, or equipment.

Personal protective equipment: all site work conducted as part of this contract shall be done in strict adherence to OSHA standard 1910.120, as amended

1.3.12.6 Indemnification

To the fullest extent permitted by law, the provider, subcontractors, agents, servants, officers, or employees, shall indemnify and hold harmless the City, including, but not limited to, is elected and appointed officials, officers, employees, and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or emissions of the contractor during the contractors performance of the agreement or any other agreements of the contractor, entered into by reason thereof.

The contractor shall indemnify and defend the City, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/ or willful, wanton, or reckless acts or omissions of the contractor, its sub-contractor, agents, servants, officers, or employees, and any and all losses or liabilities resulting from any such claims, including, but not limited to, damaged awards,

cost, and reasonable attorney's fees. The indemnification shall not be affected by any other portions of the agreement related to insurance requirements. The contractor agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

1.3.12.7 Insurance Requirements

The contractor shall secure the insurance specified below. All insurance secured by the contractor under the provisions of this section shall be issued by insurance companies acceptable to the City. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the City upon execution of this agreement.

1. Workers' compensation insurance providing the statutory limits required by Oklahoma law. In addition, it shall provide coverage be, employers liability coverage, of not less than \$500,000 each accident, \$500,000 diseased policy limits. The required limit may be met by excess liability (umbrella) coverage.
2. Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury, and a property damage liability coverage with limits of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 Aggregate products and complete operations. The required limit may include excess liability (umbrella) coverage. The policy shall name the City and its representatives as an additional insured. If any "occurrence form" insurance is not available, "claims made" insurance will be acceptable. The policy shall be maintained for three years after completion of this agreement.
3. Automobile liability insurance covering all owned, non- owned, and hired automobiles, trucks, and trailers. The coverage shall be as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined Single limit each occurrence. The required limit may include excess liability (umbrella) coverage.

The contractor will provide the City with at least 30 days' written notice of an insurers intent to cancel or not to renew any of the insurance coverage. The contractor agrees to hold the City harmless from any liability, including additional premium due because of the contractor's failure to maintain the coverage limits required.

The City's approval or acceptance of certificates of insurance does not constitute the City's assumption of responsibility for the validity of any insurance policies nor does the City represent that the above coverages and limits are adequate to protect any individual/group/business, its consultants or subcontractors' interests, and assumes no liability, therefore.

1.3.12.8 Cost Proposal

Contractor shall submit rates according to the fee schedule shown on attached Exhibit "B"

Section 2
ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The City plans to enter a one (1) year agreement with an option for two (2), one (1) year renewals

2.2 RFP Inquiries

Written questions regarding RFP requirements or scope of services must be submitted to:

City of Claremore
Attn: Grady Lemons
104 S. Muskogee Avenue
Claremore, OK 74017
Or via email to: Grady.Lemons@claremore.com

Questions will be forwarded to the project manager. The City will consider written inquiries and requests for clarification of the content of this RFP received from potential respondents. Written inquiries must be received by 3:00 PM CST on the date specified in the schedule of events below in section 2.3 schedule of events. The City reserves the right to modify the RFP should a change be identified that is in the best interest of the City.

Official responses to all questions submitted by potential respondents will be available by December 20, 2024, and will be posted at that time at <https://claremore.com/bids/>.

Only the RFP coordinator has the authority to officially respond to respondent's questions on behalf of the City. Any communications from any other individuals will not be binding on the City.

2.3 Schedule of Events

The City reserves the right to modify the RFP should a change be identified that is in the best interest of the City.

EVENT	DATE	TIME
Advertisement RFP	December 8, 2024	
Advertisement RFP	December 15, 2024	
Advertisement RFP	December 22, 2024	
Deadline for receipt of written inquiries	December 18, 2024	3:00 PM CST
Issue responses to written inquiries	December 20, 2024	3:00 PM CST
Deadline for receipt of proposals	January 7, 2025	10:00 AM CST
Selection Committee Meeting	(TBD)	

Section 3

RESPONSE INFORMATION

3.1 RFP Addenda

The City reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time.

It is the City's intent to enter into a contract with a contractor who best demonstrates the ability to provide the required services for the City. The award will be processed in an expedited fashion.

3.2 Waiver of Administrative Informalities

The City reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

3.3 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by the City to award a contract.

The City reserves the right to accept or reject, and whole or part, all offers submitted and/ or cancel this announcement if it is determined to be in the best interest of the City.

3.4 Withdrawal of Proposal

A respondent may withdraw a submitted proposal Submitted at anytime up to the date in time the offer is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

3.5 Subcontracting Information

The City have a single prime contractor as the result of any successful contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and Proposals. This general requirement notwithstanding, respondents may enter subcontractor arrangements, however, they must acknowledge in their offer total responsibility for the entire contract.

If the respondent intends to subcontract for portions of the work, the respondent must identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the respondent under the terms of this RFP is also required for each subcontractor.

Unless provided for in the contract with the City, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the City.

3.6 Ownership of Proposals

All materials submitted in response to this RFP shall become the property of the City. Selection or rejection of any offer does not affect this right.

3.7 Proprietary Information

Only information which is legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the offer and will be handled in accordance with Oklahoma public records act, 51 OS 24A.1 – 24A.18 and applicable rules and regulations. Any offer marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.8 Cost of Preparing Proposals

The City shall not be liable for any cost incurred by respondents prior to issuance of or entering into a contract. Cost associated with developing the offer, preparing for oral presentations, and any other expenses incurred by the respondent in responding to this RFP are entirely the of the respondent and shall not be reimbursed in any manner by the City.

3.9 Errors of Omissions in Proposal

The City will not be liable for any errors in the proposal packages. The City reserves the right to make corrections or amendments due to errors identified and offers by the City or the respondent. The City, at its option, has the right to request clarification or additional information from the respondent.

3.10 Contract Award & Execution

The selected respondent shall be expected to enter into a contract. In no event shall a respondent submit its own standard contract terms and conditions in response to this RFP. They responded shall submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected respondent.

If the contract negotiation period exceeds 30 days or if the selected respondent fails to sign the final contract within 30 business days of delivery, the City may elect to abrogate the selection.

3.11 Code of Ethics

Respondents are responsible for determining that there will be no conflict or violation of the ethics code if their company is awarded the contract. The Oklahoma Board of Ethics is the only entity which can officially rule on ethics issues.

Section 4

RESPONSE INSTRUCTIONS

4.1 Response Submission

Firms/individuals who are interested in providing services requested under this RFP must submit four (4) hard copies (printed) and one (1) electronic copy of the information specific in this section. The information shall be received by: **The City of Claremore, Financial Department, 104 South Muskogee Avenue, Claremore, OK 74071** on or before **10:00 a.m. Central Standard Time** on the date specified in the Schedule of Events. Electronics and metals are permitted via Grady.Lemons@claremore.com; however (4) hard copies must still be submitted within 24 business hours of the proposal submission deadline.

Proposal packages must be delivered at the respondent's expense. FAX submissions Are not accepted. Respondents mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. It is solely the responsibility of each respondent to ensure that their offer is delivered at the specified place prior to the deadline for submission. Offers received after the deadline will not be considered.

At least one set of the proposal packages should contain original signatures Of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. A copy of the offer with its original signatures will be retained for incorporation in any contract resulting from this RFP. Please notate the word "ORIGINAL" in bold letters or stamp on the front cover of the document which contains the original signatures.

4.2 Certification Statement

The respondents must sign and submit the certification statement shown in **Exhibit C**.

Section 5

PROPOSAL SUBMISSION FORMAT

5.1 Project Title

The project title could be used on all submittal documents shall be as follows:

RFP 2024-08 Waterway Debris Removal

5.2 Specialized Knowledge

Preference will be given to firms with a demonstrated track record of successfully completed specific items outlined in the scope. The amount of data detailed, the time frame in which the work can be done, and the cost associated with also being considered and factored in while grading the specialized knowledge. Preference will be given to firms with teams that are familiar with these cities drainage system. Examples should be provided that demonstrate the team member's experience working on successful projects with these specialized characteristics.

5.3 Additional Required Information

In addition to all other requirements specified herein, the contractor shall provide the following information:

1. project team experience and available equipment. Contractor shall furnish a list of personnel and their training, equipment, and the resources the contractor owns that they will utilize to fulfill this proposal.
2. References. Contractor shall provide a list with contact information of agencies that have requested the contractor's services.
3. Ability to perform. Contractors shall provide a detailed description and methodology used to meet all the requirements of the scope of work.

Section 6

EVALUATION AND SELECTION

6.1 Evaluation Team

The evaluation of responses will be accomplished by an evaluation team, to be designated by the City, which will determine the response most advantageous to the City, taking into consideration all evaluation factors set forth in this RFP.

6.2 Administrative and Mandatory Screening

All responses will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Responses that are not in compliance may be rejected from further consideration.

6.3 Evaluation and Review

Responses will be evaluated based on the information provided. The evaluation team will evaluate and score the responses using the criteria and scoring as listed in the attached scorecard (**Exhibit D**). The highest ranked competitors will be selected and recommended to the City Council, subject to negotiations and final agreement on contract terms and amounts.

6.4 Announcement of Contractor

The City will notify the successful responder(s) and proceed to negotiate terms for a final contract. Unsuccessful respondents will be notified in writing accordingly.

Section 7

SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation Requirements

If the contractor is a corporation not incorporated under the laws of the state of Oklahoma, the contractor shall have obtained a certificate of authority pursuant to Title 18-1130 from the Secretary of State of Oklahoma.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Oklahoma.

7.2 Invoices

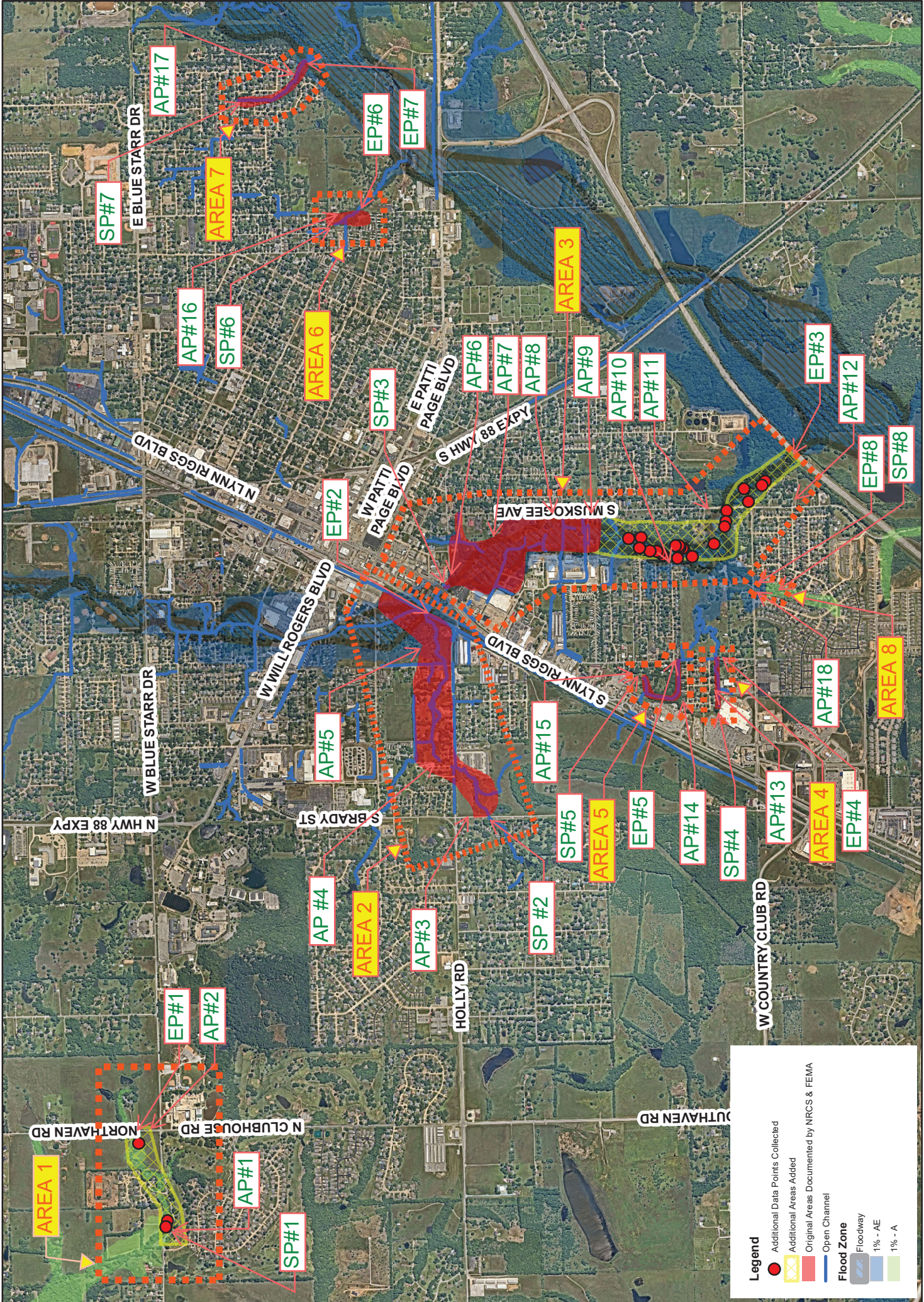
Itemized invoices to the City for the payment of these services shall be submitted monthly by the contractor. Each invoice shall be emailed to intake@delsol-consulting.com and contain all justification necessary to verify the percent of the task being billed or the task deliverable as applicable to each invoice.

Invoices will be reviewed and approved by the project manager prior to being provided to the City of Claymores Finance Department

7.3 Confidentiality

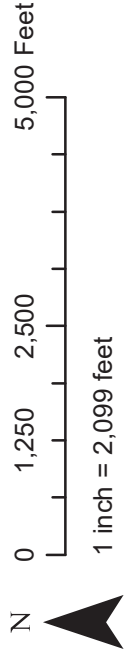
All financial, statistical, personal, technical and other data and information relating to the cities operation which are designated confidential by the City and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the City. The identification of all such confidential data and information as well as the Cities procedural requirements for protection of such data and information from the unauthorized use and disclosure shall be provided by the City in writing to the contractor if the methods and procedures employed by the contractor for the protection of the contractors data and information are deemed by the City to be adequate for the protection of the cities confidential information, such methods and procedures may be used, with the written consent of the City, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractors' possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstances shall the contractor discuss and/ or release information to the media concerning this project without prior express written approval of the City.



Legend

- Additional Data Points Collected
- Additional Areas Added
- Original Areas Documented by NRCS & FEMA
- Open Channel
- Flood Zone**
 - Floodway
 - 1% - AE
 - 1% - A



CITY OF CLAREMORE - DR4791 OK

WATERWAY DEBRIS REMOVAL: SCOPE OF WORK

GENERAL SCOPE OF WORK:

For all areas designated on the attached map:

1. Complete all pre-coordination work before mobilizing. Document all obstructions and debris to be removed. Provide public notifications to all affected property owners and identify any areas of concerns that property owners have. Coordinate any areas of concern with city staff.
2. Provide construction traffic control as needed in accordance with MUTCD guidelines. Provide safety devices as needed to protect workers and secure the work areas. Remove and store all fences, mailboxes, signs or other objects that will interfere with removal work.
3. Remove all loose vegetation debris within the flow path of the channel. Minimize all ground disturbance in and around the channel and to and from access points. Work shall be restricted to times when the ground is dry to prevent excessive rutting. Mulching of small vegetation in place is permissible for access. Assure mulched debris does not enter waterway. Flush cut all stumps of loose or downed trees even with the ground unless stumps/root balls are dislodged and pose a flow obstruction or erosion risk. Onsite debris staging will not be permitted. All debris shall be immediately loaded and removed to the disposal site.
4. Upon completion of work, assure all loose debris, trash and obstructions are removed. Repair any disturbed soils by seeding with fast-growing seasonally appropriate grass seed or hydromulch. Repair/replace any removed obstructions and property such as signs, fences or other objects.

SPECIAL NOTE: Excavating, scraping or placing of any fill will not be allowed for this work. All existing surfaces and ground cover shall be maintained throughout the course of the work. The intention of the work is to remove vegetation debris that is blocking or will block open channels during subsequent flooding events. Where equipment access is not possible, work shall be completed by hand crews if necessary.

SITE SPECIFIC INFORMATION:

AREA 1 – Blue Starr Drive east of N. Clubhouse Drive

- Starting Point (SP#1) 36.321750 N -95.656906 W
 - Ending Point (EP#1) 36.323373 N -95.650745 W
 - Length of action area = 2,200'
 - Width of action area = 40' average
 - Depth of action area = 6-10' average
 - 2 Access Points Needed
 - Blockages to be accessed from paved roadway and hay pasture entrance (AP#1 & AP#2).
 - Access Point (AP#1) 36.321750 N -95.656906 W Accessible from paved road (E Blue Starr Drive).
 - Access Point (AP#2) 36.322220 N -95.650808 Open hay pasture driveway – road to creek bed distance is approximately 300' through open hay pasture.
 - AP#2 can be used for staging equipment if needed.
 - No debris staging area is anticipated – material to be hauled out to disposal site as it is removed.
-

AREA 2 – Archer Drive Area – Holiday Lane to Lynn Riggs Blvd

- Starting Point (SP#2) 36.306258 N -95.632582 W
 - Ending Point (EP#2) 36.308607 N -95.620756 W
 - Length of action area = 4,000'
 - Width of action area = 10' – 100' varies
 - Depth of action area = 1' – 10' varies
 - 3 Access Points Needed
 - Blockages to be accessed from hay pasture (AP#3), vacant city property (AP #4) and city park (AP#5).
 - Access Point (AP#3) 36.306821 N -95.632587 W Access from paved road into hay pasture.
 - Access Point (AP#4) 36.307836 N -95.629614 W Access from paved street into vacant city. Property.
 - Access Point (AP#5) 36.308460 N -95.623703 W Access from paved street into city park.
 - AP#3, AP#4 & AP#5 can be used for staging equipment as needed.
 - No debris staging area is anticipated – material to be hauled out to disposal site as it is removed.
-

AREA 3 – Lower Cat Creek Basin – Lynn Riggs Blvd to Interstate 44

- Starting Point (SP#3) 36.307587 N -95.619281 W
 - Ending Point (EP#3) 36.290832 N -95.611883 W
 - Length of action area = 9,200'
 - Width of action area = 20' – 100' varies
 - Depth of action area = 4' – 15' varies
 - 7 Access Points Needed
 - Blockages to be accessed from multiple access point (AP#6 – AP#12)
 - Access Point (AP#6) 36.307372 N -95.618078 W Access via paved city streets to private property.
 - Access Point (AP#7) 36.305215 N -95.616147 W Access via paved streets to private property.
 - Access Point (AP#8) 36.303493 N -95.615009 W Access via paved street to city park.
 - Access Point (AP#9) 36.300450 N -95.614989 W Access via paved street to private property.
 - Access Point (AP#10) 36.296766 N -95.618022 W Access via paved street to private property.
 - Access Point (AP#11) 36.295134 N -95.615027 W Access via paved street to private property.
 - Access Point (AP#12) 36.290764 N -95.614844 W Access via paved street to entry point. Improved gravel driveway for approximately 750' to creek.
 - AP#6, AP#8, AP#9 & AP#11 can be used for equipment staging as needed.
 - No debris staging is anticipated – material to be hauled out to disposal site as it is removed.
-

AREA 4 – W. 14th Street South – S. Reavis Road to W. Diane Street

- Starting Point (SP#4) 36.294761 N -95.626786 W
 - Ending Point (EP #4) 36.294669 N -95.623844 W
 - Length of action area = 860'
 - Width of action area = 15'
 - Depth of action area = 2' – 4' varies
 - 1 Access Point Needed
 - Blockages to be accessed from AP#13
 - Access Point (AP#13) 36.295103 N -95.625648 W Access via paved street to vacant City Right-of-Way.
 - AP#13 can be used for equipment staging as needed.
 - No debris staging is anticipated – material to be hauled out to disposal site as it is removed.
 - No right-of-entry (ROE) agreements to be acquired for lot owners along blockage areas. Stream is within an existing drainage/utility easement. Door hanger notification should be executed prior to work beginning.
-

AREA 5 – W. 13th Street South – S. Reavis Road to W. Diane Street

- Starting Point (SP#5) 36.296560 N -95.626643 W
- Ending Point (EP#5) 36.296369 N -95.623934 W
- Length of action area = 1,200'
- Width of action area = 15' - 100'
- Depth of action area = 1' -4' varies
- 2 Access Points Needed
- Blockages to be accessed from AP#14 & AP#15.
- Access Point (AP#14) 36.296307 N -95.626307 W Access via paved street to residential driveway. Will gain ROE for this lot.
- Access Point (AP#15) 36.298682 N -95.624646 W Access via paved commercial parking lot.
- AP#15 can be used for equipment staging as needed.
- No debris staging is anticipated – material to be hauled out to disposal site as it is removed.
- No ROE agreements acquired for lots along W. 13th Street except for AP#13. Stream is within an existing drainage/utility easement. Door hanger notification should be executed prior to work beginning.

AREA 6 – E 9th Street & N. Sioux Ave

- Starting Point (SP#6) 36.312129 N -95.597675 W
 - Ending Point (EP#6) 36.311330 N -95.596961 W
 - Length of action area = 400'
 - Width of action area = 140' varies
 - Depth of action area = 1' – 18' varies
 - 1 Access Point Needed.
 - Blockages to be accessed from AP#16.
 - Access Point (AP#16) 36.312234 N -95.596994 W Access via paved street to private property.
 - AP#16 can be used for equipment staging as needed.
 - No debris staging is anticipated – material to be hauled out to disposal site as it is removed.
-

AREA 7 – Douglas Drive Area

- Starting Point (SP#7) 36.316446 N -95.590252 W
 - Ending Point (EP#7) 36.313638 N -95.587983 W
 - Length of action area = 1,400'
 - Width of action area = 80' varies
 - Depth of action area = 2' – 6' varies
 - 1 Access Point Needed.
 - Blockages to be accessed from AP#17.
 - Access Point (AP#17) 36.314437 N -95.588635 W Paved cul-de-sac on city street with access to two different easements that access the creek.
 - AP#17 can be used for equipment staging as needed.
 - No debris staging is anticipated – material to be hauled out to disposal site as it is removed.
 - No ROE agreements acquired for lots along Douglas Drive except for AP#17. Stream is within an existing drainage/utility easement. Door hanger notification should be executed prior to work beginning.
-

AREA 8 – South Pointe Detention Area

- Starting Point (SP#7) 36.291815 N -95.619943 W
- Ending Point (EP#7) 36.292777 N -95.619526 W
- Length of action area = 400'
- Width of action area = 100' varies
- Depth of action area = 2' varies
- 1 Access Point Needed.
- Blockages to be accessed from AP#18.
- Access Point (AP#18) 36.292880 N -95.619859 W Access directly from paved street.
- AP#18 can be used for equipment staging as needed.
- No debris staging is anticipated – material to be hauled out to disposal site as it is removed.
- No ROE agreements acquired. Stream is within an existing drainage/utility easement. Door hanger notification should be executed prior to work beginning.

EXHIBIT "B" COST PROPOSAL

CITY OF CLAREMORE
CONTRACT FOR EMERGENCY WATERWAY DEBRIS REMOVAL SERVICES

Name of Contractor _____

Address of Contractor: _____ City, State, Zip: _____

Telephone Number: _____ Authorized Signature: _____

Printed Name: _____ Title: _____

Date: _____ Contractor's License No. _____

Acknowledge Addenda Received: _____

Fee Schedule		
Description	Unit	Unit Cost
City of Claremore Waterway Debris Removal Services		
1A	Land-Based Vegetative Storm Debris Removal: Removal of vegetative storm debris from all City waterways assigned on a Task Order basis via land-based operations will be eligible under this pay item. The Contractor shall load, haul and dispose vegetative debris at the designated ODEQ approved vegetative disposal/processing site. Contractor shall perform all work in accordance with all Federal, State, and Local rules, regulations and laws and is responsible for thoroughly documenting the condition of the site prior to use. The Contractor shall load, haul and dispose vegetative debris at the designated ODEQ approved vegetative disposal/processing site only using land-based machinery. The Contractor will be held responsible for returning the site to its condition prior to use in connection with this storm event. Payment will be made on a cubic yard basis for actual volume of waste at the contracted unit rate in accordance with the fee schedule identified in the proposal. If debris is accessible by land, it shall be paid under this line item, even if removed via water-based machinery. Tipping fees are to be included in the price.	
	CY	
1B	Water-Based Vegetative Storm Debris Removal: Removal of vegetative storm debris from all City waterways assigned on a Task Order basis via water-based operations will be eligible under this pay item. Contractor shall perform all work in accordance with all Federal, State, and Local rules, regulations and laws. The Contractor shall load, haul and dispose vegetative debris at the designated ODEQ approved vegetative disposal/processing site. Contractor shall perform all work in accordance with all Federal, State, and Local rules, regulations and laws and is responsible for thoroughly documenting the condition of the site prior to use. The Contractor will be held responsible for returning the site to its condition prior to use in connection with this storm event. Payment will be made on a cubic yard basis for actual volume of waste at the contracted unit rate in accordance with the fee schedule identified in the proposal. Tipping fees are to be included in the price.	
	CY	
2A	Land-Based Construction and Demolition Storm Debris Removal: Removal of all construction and demolition storm debris from all designated waterways assigned on a Task Order basis via land-based operations will be eligible under this pay item. The Contractor will load, haul and dump this debris at a Contractor designated Type III landfill approved by ODEQ. The Contractor shall load, haul and dispose vegetative debris at the designated ODEQ approved vegetative disposal/processing site. Contractor shall perform all work in accordance with all Federal, State, and Local rules, regulations and laws and is responsible for thoroughly documenting the condition of the site prior to use. The Contractor will be held responsible for returning the site to its condition prior to use in connection with this storm event. Payment will be made on a cubic yard basis for actual volume of waste at the contracted unit rate in accordance with the fee schedule identified in the proposal. If debris is accessible by land, it shall be paid under this line item, even if removed via water-based machinery. Tipping fees are to be included in the price.	
	CY	

2B	Water-Based Construction and Demolition Storm Debris Removal: Removal of all construction and demolition storm debris from all designated waterways assigned on a Task Order basis via water-based operations will be eligible under this pay item. The Contractor will load, haul and dump this debris at a Contractor designated Type III landfill approved by ODEQ. The Contractor shall load, haul and dispose vegetative debris at the designated ODEQ approved vegetative disposal/processing site. Contractor shall perform all work in accordance with all Federal, State, and Local rules, regulations and laws and is responsible for thoroughly documenting the condition of the site prior to use. Payment will be made on a cubic yard basis for actual volume of waste at the contracted unit rate in accordance with the fee schedule identified in the proposal. Tipping fees are to be included in the price.
	<div></div> <div>CY</div>
3	Management, Reduction (by Grinding), and Processing of all Vegetative Debris: Including preparing and layout of site; management, maintenance and operation of the disposal site; the receiving, sorting, and segregation of vegetative debris; furnishing materials, supplies, labor, tools and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, drainage control, erosion control, inspection towers, lighting, all required permits, environmental monitoring, and safety measures; construction of internal roadways to access the site or facilitate flow of operations; and closure and remediation of the City of Claremore's disposal site. Vegetative debris must be continually reduced by chipping as delivered on-site.
	<div></div> <div>CY</div>
4	Loading, Hauling, and Final Disposal of all Reduced Vegetative Debris: Line item includes the loading, hauling, and final disposal per ODEQ regulations of all reduced material described above in Line Item 2 to the Final Disposal Site.
	<div></div> <div>CY</div>



RFP-2024-7
Waterway Debris Removal
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

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

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

Print or type.
See Specific Instructions on page 3.

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 seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in 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 its owner. <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) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 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(s) here (optional)	

Part I 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.

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.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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

An 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.

EXHIBIT "C" CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Q (RFQ) or Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The Cities requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to the Parish or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFQ/RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFQ/RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFQ/RFP.
4. Proposer's quote is valid for at least 90 days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 30 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Signature of Proposer's Authorized Representative

Date

EXHIBIT D
EVALUATION CRITERIA
City of Claremore Selection Committee
Federal Grant Score Card

Date of meeting _____

SCORECARD FACTORS	POINTS	TOTAL
Firm/Team Qualifications and Experience <ul style="list-style-type: none"> Firm/Team shall be evaluated based on project specific experience and resources Primary focus should be on Prime Consultants Experience; however, the other team members must be considered. Availability of crews to begin picking up debris immediately and existing workload Detailed deployment plan of how work will be performed History of satisfactory payment procedures to subcontractors 	0-35 pts	
Key Personnel Qualifications and Experience <ul style="list-style-type: none"> specific personal experience with similar projects must be considered 	0-10 pts	
Project Experience <ul style="list-style-type: none"> Consideration must be given to firms/ teams that can show experience with state/ federal regulations, codes, policies, procedures and standards to successfully facilitate project completion and familiarity with government operations in general Responded to provide five (5) similar recent projects Three (3) Letters or other documentation of successfully implemented projects or programs are acceptable 	0-10 pts	
Proposal/ Understanding <ul style="list-style-type: none"> Firm/teams RFQ should identify understanding project scope, the past work experience for both the firm and personal should properly reflect project scope and user agency specifications. 	0-5 pts	
Compatibility (firm size versus project size) <ul style="list-style-type: none"> Consideration for the size of the firm and the key personnel must be considered relative to the size of the project. The city should be assured of a dedicated project team. This must be evaluated concurrently with the firm's current workload. 	0-5 pts	
Current Workload <ul style="list-style-type: none"> Number and size of projects currently under contract must be considered in relation to available staff. 	0-10 pts	
Past Performance <ul style="list-style-type: none"> Points will be awarded based on letters or other documentation of successfully implementing projects or programs acceptable; special capabilities to accomplish this scope of work; Ability to meet deadlines and budgets; and quality of work. 	0-5 pts	
Special Conditions/Requirements <ul style="list-style-type: none"> Utilizing the required APG standard form Pricing schedule will be evaluated for reasonableness All line items must be priced exactly as quote within the RFP regardless of any alternative methods which may be proposed 	0-20 pts	
	100 pts Total	

Committee Member

Date