EMERGENCY STORM DEBRIS REMOVAL SERVICES RFPs

AMENDMENT 2: VENDOR Q&A

The Oklahoma Environmental Management Authority (OEMA) received inquiries from prospective vendors regarding the Emergency Storm Debris Removal Services RFPs (Cubic Yard and Tonnage). The questions submitted and OEMA's official responses are set forth below.

4. Vendor Inquiry Set 4

Inquiry 4.1: Evaluation Criteria and Point Allocation

Vendor Inquiry:

"Part I.2 states the Authority will contract with the Proposer whose proposal is 'most advantageous to the Authority,' and Part III.5.C states the award will go to the 'highest scoring Proposer.' The RFP does not publish scoring criteria, point values or weights. Please provide each evaluation criterion and its maximum points, including the points assigned to price."

OEMA Response: Proposals are evaluated using a 100-point rubric:

Technical Qualifications & Firm Experience (25 pts)
Operational Work Plan & Mobilization Strategy (30 pts)
Price Proposal (40 pts)
Subcontracting & Local/Diversity Participation (5 pts)

Inquiry 4.2: Dual RFP Submissions and Award Comparison

Vendor Inquiry:

"The Authority issued two RFPs, one priced by the cubic yard and one by the ton. Must proposers respond to both? Will the Authority award one contract under each RFP, or select one unit of measure and award a single contract? If one contract is awarded across both, how will cubic yard and tonnage proposals be compared?"

OEMA Response: Proposers are permitted but not required to respond to both RFPs. OEMA reserves the right to award a contract under the Cubic Yard RFP, the Tonnage RFP, or both, based on member jurisdiction needs. OEMA intends to review each RFP independently.

Inquiry 4.3: Submission Package Requirements for Dual Bids

Vendor Inquiry:

"If responding to both the cubic yardage and tonnage RFPs, please confirm if separate sealed packages, separate $10,000 bid guarantees, and separate copies of the required documents are needed or if Proposers can provide one bid package with the two separate price forms."

OEMA Response: Proposers submitting bids under both solicitations must provide separate, complete sealed proposal packages, each containing its own original $10,000 bid guarantee and executed attachments, clearly marked on the exterior as "CUBIC YARD" or "TONNAGE".

Inquiry 4.4: Pre-Proposal Conference Attendance

Vendor Inquiry:

"Please verify that attendance at the October 28 pre-proposal conference (in person or by Zoom) satisfies the mandatory requirement for both the cubic yardage and tonnage RFPs."

OEMA Response: Confirmed. Documented attendance at the October 28, 2026, pre-proposal conference (in-person or via Zoom) satisfies the mandatory prequalification requirement for both the Cubic Yard and Tonnage RFPs.

Inquiry 4.5: Price Scoring Methodology and Historical Volumes

Vendor Inquiry:

"How will price be scored? Will the Authority sum the unit prices across all line items and mileage bands, or apply estimated quantities to calculate an extended total? If quantities will be applied, please provide them, and explain how the hourly rate for Line Item 1 will be weighted against the unit-priced items. To help proposers price realistically, please also identify the most recent event that activated the Authority's debris contract and the quantity of debris collected."

OEMA Response: See Amendment 1, Inquiry 1.1.

2016, Ice Storm, 6 Contract Users - 237,427 CYs
2020, Ice Storm, 4 Contract Users - 194,733 CYs

Inquiry 4.6: Evaluation Process and Public Notice

Vendor Inquiry:

"Will an evaluation committee or Authority staff score proposals before the Board of Trustees makes its selection under Part III.5.B? If so, who serves on it? Please provide the dates and locations of the evaluation meeting and of the Board meeting at which award will be considered, where notice will be posted, and how proposers will be notified of the intent to award."

OEMA Response: An internal Evaluation Committee appointed by OEMA administration will score submittals and provide recommendations to the Board of Trustees. Board meetings and intent-to-award notices will be posted at the OEMA Administrative Office and published on the OEMA website, with written notifications sent to all proposers.

Inquiry 4.7: Past Project Corporate Entity Requirement

Vendor Inquiry:

"Please confirm that the past projects evaluated under Part III.2.C must have been performed by the proposing firm itself, and that work performed by individual personnel while employed by other firms does not count toward the three-project requirement."

OEMA Response: Confirmed. The three required past projects exceeding 100,000 CY / 100,000 tons must have been directly contracted and completed by the proposing corporate entity. Individual experience gained at previous employers does not satisfy this threshold.

Inquiry 4.8: Minimum Qualifications and Tonnage Conversions

Vendor Inquiry:

"Please confirm that the requirement in Part III.2.C for three projects exceeding 100,000 cubic yards (Cubic Yard RFP) or 100,000 tons (Tonnage RFP) within the last eight years is a pass/fail minimum qualification, and that proposals not meeting it will be deemed non-responsive. For the Tonnage RFP, will the Authority accept projects documented in cubic yards, and if so, what conversion factor will be used?"

OEMA Response: The three-project experience threshold is a mandatory qualification. For the Tonnage RFP, projects documented in cubic yards are acceptable when converted using a standard factor of 0.25–0.33 tons per cubic yard (or 3 to 4 CY per ton) backed by client verification.

Inquiry 4.9: Sealed Price Proposal Option

Vendor Inquiry:

"Part III.3 requires the price proposal as a separate tab in each technical binder. Would the Authority consider requiring price proposals in a separate sealed envelope, opened only after non-price criteria are scored?"

OEMA Response: OEMA maintains the requirement to submit the Price Proposal in a separate tab within the technical binder. OEMA retains full discretion over its internal evaluation procedures and timelines.

Inquiry 4.10: Federal Procurement Rules and Small/Minority Business Outreach

Vendor Inquiry:

"Part III.2.E asks for a subcontracting plan that 'meets or exceeds the requirements for MBE/WBE utilization,' but the RFP states no MBE/WBE goal. Since the solicited work may be reimbursed using federal funds, can the Authority please verify if minority/women-owned business participation will be evaluated for this contract given the President's January 2025 Executive Order 14151 and Executive Order 14173...?"

OEMA Response: OEMA enforces 2 CFR 200.321 (Affirmative Steps), requiring prime contractors to take affirmative steps to ensure small, minority, and women-owned businesses have an opportunity to compete. OEMA does not enforce quota-based DEI goals or mandatory numeric scoring preferences but evaluates good-faith local and small business outreach.

Inquiry 4.11: MBE/WBE and Local Subcontractor Scoring

Vendor Inquiry:

"If MBE/WBE utilization is required, please identify the 'meet or exceeds' requirement referenced, and state whether MBE/WBE participation and the use of local subcontractors (Part I.21) will be scored."

OEMA Response: There is no fixed percentage quota. Proposers are evaluated under the Subcontracting Plan criterion on the quality of their local contractor integration and documented affirmative outreach efforts under 2 CFR 200.321.

Inquiry 4.12: RFP Terms Exceptions and Scoring

Vendor Inquiry:

"Part I.28 allows proposers to take exceptions and states that doing so will not disqualify a proposer. Please confirm that identified exceptions will not reduce a proposal's score, and that the Authority will negotiate them with the selected proposer before contract execution."

OEMA Response: Taking exception to terms does not automatically disqualify a proposal. However, material exceptions altering core operational scope or risk allocation may impact evaluation scoring. Acceptable terms will be finalized prior to execution.

Inquiry 4.13: Non-Exclusive Contract Activation Order

Vendor Inquiry:

"Part I.27 and Part II.1 state the contract is non-exclusive. If the Authority or its Authorized Users hold other debris removal contracts, will the contractor awarded under this RFP be activated first, with other contractors used only if the primary contractor cannot meet the Authority's mobilization requirements?"

OEMA Response: Historically, OEMA has awarded a single contract per solicitation. However, the Authority reserves the right to select multiple contractors and establish a ranked award hierarchy (e.g., Primary, Secondary). In the event multiple awards are made, the Primary Contractor will receive initial Task Order activation notices. Standby or secondary contractors will be engaged only if the Primary Contractor exceeds operational capacity or fails to satisfy mandatory mobilization timelines.

Inquiry 4.14: Bonding Capacity Governing Requirement

Vendor Inquiry:

"Part III.2.F requires a surety letter stating the ability to provide bonds in excess of $50,000,000, while Part I.19 refers to bonding capacity of at least $5,000,000. Given the potential scale of a multi-county disaster response, please confirm that the $50,000,000 requirement in Part III.2.F governs."

OEMA Response: Part III.2.F governs. Proposers must demonstrate single-event bonding capability of at least $50,000,000 from a Treasury-listed surety to ensure coverage for multi-jurisdictional disasters.

Inquiry 4.15: Bid Guarantee Irrevocability Period

Vendor Inquiry:

"Part I.18 states the bid guarantee secures the proposal for 90 days after opening; Attachment G states 120 days; Part I.6 states proposals are irrevocable for 30 days. Which period governs?"

OEMA Response: Proposals and bid guarantees shall remain firm and irrevocable for ninety (90) days following the proposal submission deadline.

Inquiry 4.16: Page Limitation Exclusions

Vendor Inquiry:

"Part I.7 excludes the cover letter, index, dividers, RFP documents and required documents from the 75-page limit; Part III.1 also excludes personnel resumes. Please confirm resumes are excluded, and state whether the price proposal tab is also excluded from the limit. Would the Authority also consider excluding bank and bond reference letters from the page count?"

OEMA Response: Confirmed. Cover letters, section dividers, required RFP attachments/forms, personnel resumes, price proposal tabs, and bank/surety reference letters are excluded from the 75-page limitation.

Inquiry 4.17: Question Deadline and Addendum Timeline

Vendor Inquiry:

"Part I.4 sets no deadline for questions. Please confirm the last date for questions, the date of the final amendment, and whether questions and answers from the October 28 pre-proposal conference will be issued by amendment."

OEMA Response: The deadline for vendor questions was Friday, October 30, 2026. Formal answers and pre-proposal conference transcriptions are issued via this official addendum.

Inquiry 4.18: Proposal Submission Extension Request

Vendor Inquiry:

"Would the Authority consider extending the proposal due date to provide Proposers with sufficient time to review the Q&A responses and incorporate any resulting changes or clarifications into their proposals?"

OEMA Response: The proposal submission deadline remains Monday, November 9, 2026, at 11:00 AM CST.

Inquiry 4.19: Authorized Users and Contracting Framework

Vendor Inquiry:

"Part II.1 covers Canadian County and 'participating municipalities with disposal and/or hauling agreements within Blaine, Caddo, Canadian, Grady and Kingfisher Counties.' Please list the municipalities and other Authorized Users that currently hold such agreements. 'Authorized User' is used in Part I.16 and the Price Form but not defined. Will each Authorized User issue its own Task Orders, hold its own payment obligation, and require its own bonds and insurance?"

OEMA Response: Authorized Users encompass OEMA member jurisdictions and political subdivisions within Blaine, Caddo, Canadian, Grady, and Kingfisher counties. Activating Authorized Users issue individual Task Orders and maintain direct payment obligations under OEMA's master contract framework.

Inquiry 4.20: Unincorporated Coverage and Hot Spot Eligibility

Vendor Inquiry:

"Are the unincorporated areas of Blaine, Caddo, Grady and Kingfisher Counties covered, or only participating municipalities within those counties? The definition of Hot Spots refers only to Canadian County and its municipalities; does Hot Spot service extend to all Authorized Users?"

OEMA Response: Coverage includes participating member municipalities and designated county areas served by OEMA interlocal agreements. Hot Spot collection applies to all activating Authorized Users.

Inquiry 4.21: State and Federal-Aid Highways (ODOT Jurisdiction)

Vendor Inquiry:

"Part II.7.A.18 refers to work on interstate roadways. Will this contract be used on state or federal-aid roads in place of ODOT? If so, does the Authority or the activating Authorized User have an agreement with ODOT authorizing that work?"

OEMA Response: Debris removal on state/federal highways is governed by ODOT unless an explicit interlocal agreement or tasking is executed authorizing OEMA/member action under FEMA Public Assistance guidelines.

Inquiry 4.22: Pre-Identified / Pre-Permitted Debris Management Sites (DMS)

Vendor Inquiry:

"Part II.7.D requires the contractor to locate, qualify and permit each DMS and open at least one within 72 hours of the Notice to Proceed. Have the Authority or its Authorized Users pre-identified or pre-permitted any DMS sites? If so, please provide their locations."

OEMA Response: OEMA and member jurisdictions maintain pre-identified public DMS locations, although most are yard waste collection sites. Contractors remain responsible for secondary site securing and ODEQ permitting if event scale dictates.

Inquiry 4.23: Independent Debris Monitoring and ADMS

Vendor Inquiry:

"Does the Authority have a disaster debris monitoring firm under contract, and if so, which firm? Part II.8 refers to Load Site and Tower Monitors. Please confirm that the Authority or its monitor will perform truck certification, load-site and tower monitoring, and load-ticket issuance, and that the contractor will not perform these functions. If the Authority uses an automated debris management system (ADMS), please confirm that the Authority or its monitor will provide the devices and software."

OEMA Response: Confirmed. OEMA contracts independently for debris monitoring services. The current debris monitoring firm is Debris Tech. The monitoring firm performs truck certifications, load ticket issuance, and tower inspections. ADMS hardware/software is supplied by OEMA or its monitor.

Inquiry 4.24: DMS Leases, Baseline Environmental Testing, and Stockpile Segregation

Vendor Inquiry:

"Part II.7.D makes the contractor responsible for locating, permitting, constructing, operating and restoring each DMS, including soil and water sampling, and Part III.4.D makes restoration incidental. Are land lease or rental payments for privately owned DMS sites, and laboratory costs for baseline and closure environmental sampling, to be included in Line Item 8, or will they be reimbursed separately? Part II.7.B.10 also bars co-mingling debris from different entities. Will a separate DMS be required for each activating Authorized User, or may one site be shared with segregated stockpiles?"

OEMA Response: DMS lease acquisition and environmental testing are included in Line Item 8 (DMS Construction & Operation). Multiple Authorized Users may share a single DMS provided debris stockpiles are physically separated and tracked independently to ensure cost allocation for FEMA reimbursement.

Inquiry 4.25: Ticketed Load Finality and Dispute Rulings

Vendor Inquiry:

"Part II.7.B.9 states that a load mixing eligible and ineligible debris is ineligible and will not be paid, and Part II.8.D allows the Tower Monitor to reduce partial loads by visual inspection. Please confirm that loads ticketed by the Authority's Load Site Monitor and accepted at the tower will be paid regardless of later FEMA eligibility determinations, absent contractor fraud or misrepresentation. Please also describe how the contractor may dispute a load call or eligibility ruling at the tower."

OEMA Response: Ticket issuance or payment by OEMA or an Authorized User does not constitute a final guarantee of FEMA reimbursement eligibility. The Contractor remains obligated to provide complete documentation and audit support, as well as refund any duplicate or erroneous payments. While a Tower Monitor inspects and completes individual load tickets, OEMA and its independent Debris Monitor retain the authority to audit and disallow loads if subsequent reviews reveal non-compliant activity (such as collection outside eligible public rights-of-way or on unauthorized roadways). Load call or volume disputes must be addressed collaboratively between the Contractor's field representative and the Debris Monitoring Field Supervisor on-site.

Inquiry 4.26: White Goods Scope and Food Waste Handling

Vendor Inquiry:

"Please confirm whether Line Item 17, Removal of Eligible White Goods, includes removing and disposing of putrescent food from refrigerators and freezers."

OEMA Response: Confirmed. Line Item 17 encompasses curbside pickup, putrescent food waste decontamination/disposal, Freon recovery, and scrap transport in accordance with ODEQ regulations.

Inquiry 4.27: Tipping Fees and Pass-Through Treatment

Vendor Inquiry:

"Part III.4.A states each unit price is 'all-inclusive, including... disposal of the said debris at an Authority-approved disposal facility.' Does this mean landfill tipping fees must be included in the unit prices? Will the Authority charge tipping fees at its Union City landfill, and if so, at what rates? Would the Authority treat tipping fees, at its landfill or any other facility it directs, as a pass-through at direct cost? This also affects Line Items 3, 5, 6, 7 and 12, where C&D, demolition and reduced debris go to final disposal."

OEMA Response: See Amendment 1, Inquiry 1.5.

Inquiry 4.28: Multi-Year Price Adjustments

Vendor Inquiry:

"Part I.2 requires a firm price for the entire contract period, and Part II.6 states the Authority will not provide price adjustments for cost increases. Over a term of up to five years, fuel, labor, equipment and disposal costs are outside the contractor's control. Would the Authority consider an annual adjustment tied to a published index such as CPI-U, or an adjustment at each renewal?"

OEMA Response: Submitted unit prices remain firm for the initial contract term. OEMA may review price adjustments tied to published CPI indices upon mutual agreement during option year renewals.

Inquiry 4.29: Invoicing Terms, Retainage Release, and FEMA Contingency

Vendor Inquiry:

"Part I.15 allows monthly invoicing but does not state when the Authority will pay approved invoices. Please state the payment period after receipt of a proper invoice, and confirm that payment to the contractor is not contingent on the Authority or an Authorized User receiving FEMA or State reimbursement. Would the Authority also consider releasing the 5% retainage at the completion of each Task Order rather than at final payment?"

OEMA Response: OEMA complies with the Oklahoma Prompt Payment Act. Invoices must be submitted directly to the designated debris monitoring firm for verification. Following invoice review and ticket reconciliation, the debris monitor submits a formal payment recommendation and approved invoice to OEMA or the activating Authorized User. Approved invoices are payable within thirty (30) calendar days of receipt. Contractor payment is not contingent upon OEMA or an Authorized User receiving prior reimbursement from FEMA or State grant programs. Retainage will be released upon the satisfactory completion, inspection, and administrative closeout of each individual Task Order.

Inquiry 4.30: Default Cure Periods and Operational Notices

Vendor Inquiry:

"Part I.11.B treats failure to comply with any provision as a material breach allowing immediate termination, and Part II.2 makes failure to begin operations within 48 hours grounds for immediate termination. Would the Authority add written notice and a reasonable cure period before termination for default (for example, 10 days, or 24 hours for operational deficiencies during an active response)?"

OEMA Response: OEMA strictly enforces 48-hour mobilization timelines for active emergency Task Orders. For non-emergency administrative defaults, OEMA will issue written notice providing a 10-day cure period prior to default proceedings.

Inquiry 4.31: Stump Removal Payment Methodology

Vendor Inquiry:

"Part II.7.C.6 states that stumps 24 inches or greater in diameter authorized for removal are paid at the per-each price (Line Items 14 and 16), but that free-standing stumps on the ROW greater than 24 inches are paid by volume or weight using the Attachment A conversion table. Please clarify which stumps are paid per each and which are paid by conversion."

OEMA Response: Stumps extracted from the ground by the contractor requiring root-ball backfill are paid under per-each Line Items 14 and 16. Free-standing stumps previously uprooted or placed on the ROW are collected and paid by volume/tonnage using Attachment A conversion tables.

Inquiry 4.32: Hourly Emergency Clearance Crew Composition

Vendor Inquiry:

"Line Item 1, Emergency Road Clearance, is priced '$ Per Hour' with no defined unit. Is the rate per crew hour, per equipment hour, or per operator hour? If per crew, please define the crew composition the rate should assume."

OEMA Response: Line Item 1 is priced per Crew Hour. A standard clearance crew consists of a self-propelled loading/clearing unit (e.g., wheel loader, skid steer with debris grapple, or knuckleboom), an operator, 2 sawyers, traffic control equipment, and a pickup truck and trailer.

Inquiry 4.33: Coastal Template Line Items and Daily Rates

Vendor Inquiry:

"Note 3 of the Price Form makes any blank or 'N/A' line irregular. Several line items appear to come from a coastal template, including Line Item 20 (marine-based vessel removal) and Line Item 26 (sand screening and return). Will the Authority remove inapplicable items or allow proposers to mark them not applicable? Please also confirm that Line Item 21B, priced 'Per Each,' is a per-day rate."

OEMA Response: All price form line items must contain a numerical value to prevent technical irregularity. Line Item 21B is confirmed as a per-day rate for specialty equipment mobilization.

Inquiry 4.34: HHW and Animal Carcass Scale Measurement

Vendor Inquiry:

"Line Items 19 (household hazardous waste) and 22 (animal carcasses) are priced per pound. How will weight be measured and documented, and who provides the scales?"

OEMA Response: Weights are documented using certified commercial scales at permitted receiving facilities, or certified portable scales provided by specialized subcontractors, with scale tickets attached to load documentation.

Inquiry 4.35: Hazardous Limb Size Threshold (FEMA PAPPG v5.0 Alignment)
Vendor Inquiry:
"Line Items 13F and 15F and Part II.7.C.4 define a hazardous hanging limb as 2 inches or greater. Would the Authority remove the 2-inch threshold to match the current FEMA Public Assistance Program and Policy Guide (PAPPG), Version 5...?"

OEMA Response: OEMA aligns limb removal eligibility with current FEMA PAPPG v5.0 guidelines. Broken limbs hanging over improved public property or public rights-of-way that pose an immediate threat are eligible under authorized Task Orders.

Inquiry 4.36: Tonnage Measurement, Scales, and Conversion Ratios
Vendor Inquiry:
"Tonnage RFP only: Part II.8.A rounds truck capacity to 'the nearest tenth of a ton' based on interior container dimensions, Part II.8.C placards show CY capacity, and Part II.8.D measures tons from truck measurements adjusted by visual inspection. Will payment tonnage be based on certified scale weights? If so, who will provide and certify scales at each DMS and at the Union City landfill? If not, what CY-to-ton conversion factor will be used...?"

OEMA Response: Under the Tonnage RFP, payment for debris collection and haul-out will be determined using certified scale weights. The Contractor is responsible for furnishing, setting up, and operating scale equipment at all temporary Debris Management Sites (DMS), ensuring all scales are inspected and certified in accordance with Oklahoma Department of Agriculture, Food, and Forestry (ODAFF) standards. Certified commercial scales are maintained on-site at the Union City Landfill for final disposal tracking.

Inquiry 4.37: Out-of-State Statutory References Correction
Vendor Inquiry:
"Several Tennessee references appear: 'TDEC' permits and releases (Part II.7.D, Items 3 and 24), E-Verify for duties 'within Tennessee' (Attachment C), and surety authorization 'in the State of Tennessee' (Attachment G note). Please confirm these should read the Oklahoma Department of Environmental Quality and Oklahoma, and whether corrected forms will be issued."

OEMA Response: Confirmed. All references to TDEC and Tennessee are administrative errors and are hereby corrected to read the Oklahoma Department of Environmental Quality (ODEQ) and the State of Oklahoma.

Inquiry 4.38: Proposal Package Address Line Correction
Vendor Inquiry:
"Cubic Yard RFP only: Part I.6 gives the address line 'ATTN: Emergency Storm Debris RFP 5/19/21'; the Tonnage RFP reads 11/09/26. Please confirm both packages should be addressed to 'Emergency Storm Debris RFP 11/09/26.'"

OEMA Response: Confirmed. Both proposal submittal packages must be addressed to: Oklahoma Environmental Management Authority, ATTN: Emergency Storm Debris RFP 11/09/26.

Inquiry 4.39: Terminology Definitions (County and Division Engineer)

Vendor Inquiry:

"Several provisions refer to 'the County' (the Work Zone definition, Part II.7.B.1, B.8, B.21 and D.22) and to the 'Division Engineer' (Part II.7.B.24). Please confirm 'County' means the jurisdiction of the Authority or the activating Authorized User, and 'Division Engineer' means the Authority's Debris Manager."

OEMA Response: Confirmed. "County" refers to OEMA or the activating Authorized User's jurisdictional boundary, and "Division Engineer" refers to OEMA's or activating Authorized User's designated Debris Manager.