



Complete Bid Package for

SB-2011-25

ASPHALT ROLLER

For the City of Claremore

Bid Due Date/Time:

November 2, 2011

By 1:30 p.m.

Submitted By: _____



Anne Smith
Central Purchasing Agent
asmith@claremorecity.com

Phone (918) 341-1325
Fax (918) 341-7705

To Whom It May Concern:

You are invited to submit your sealed bid for the purchase of Asphalt Roller. Specifications are attached hereto and are considered part of the bid package.

Bids will be received in the Council Chambers, 104 S. Muskogee Ave., City of Claremore, and are due by 1:30 p.m., "as so indicated by the time stamp clock of City of Claremore", Tuesday, November 2, 2011.

Sealed bids will be publicly opened and read by the City of Claremore Central Purchasing Agent or representative at **1:30 p.m., Tuesday, November 2, 2011**, at the City Hall Council Chambers, 104 S. Muskogee Ave., Claremore, OK, 74017. You are welcome to attend.

The City of Claremore reserves the right to accept or reject any or all received bids.

Should you have any questions regarding this bid, please contact Anne Smith at asmith@claremorecity.com.

Sincerely,

Anne Smith
Central Purchasing Agent

NOTICE TO BIDDERS

Acceptable candidates are: Established companies regularly engaged in these services.
To receive or view specifications, contact:

Anne Smith
104 S. Muskogee Ave.
Claremore, OK 74017
Phone: (918) 341-1325
E-mail: asmith@claremorecity.com

The City of Claremore reserves the right to reject any and all bids when such rejection is in the best interests of the City of Claremore. One (1) original and two (2) copies (may be in the same package) of the bid documents should be submitted to one of the following:

Mailing Address: City of Claremore
Central Purchasing Agent – ATTN: Bid Package
P.O. Box 249
Claremore, OK 74018

Hand or Special Delivery: City Hall
Central Purchasing Agent's Office
104 S. Muskogee
Claremore, OK 74017

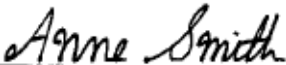
State on the outside bottom left-hand corner of the bid envelope the following:

SB-2011-25 Asphalt Roller Do not open until November 2, 2011 at 1:30 p.m.

Due Date: Proposals must be received on or before the scheduled bid opening to be considered. Proposals received more than ninety-six (96) hours, excluding Saturdays, Sundays and holidays before the time set for opening of bids, as well as bids received after the time set for opening, will not be considered and will be returned unopened.

Public Opening: Bids filed with Central Purchasing shall be publicly opened and read aloud at the time stated above and considered by the Mayor and Council in the following next available Council meeting. The opening of bids will be at the City Hall Council Chambers located at 104 S. Muskogee Ave., Claremore, OK, 74017.

Evaluation/Award: Proposals will be referred to Claremore City staff for evaluation. The City reserves the right to reject any and all bids. The successful bidder will be notified in writing.



Signature of Authorized Agent

10-03-11

Date

~ Section One ~

General Information

1.1 Purpose of the Bid

The bid process is part of a competitive procurement process to facilitate a fair opportunity for qualified firms to offer their products and services for consideration. City of Claremore is currently seeking bids for the purchase of Asphalt Roller for our Public Infrastructure Department. The City invites all qualified bidders to submit bids in accordance with the requirements outlined in this bid. The City anticipates that, based on its review and evaluation of the proposals received pursuant to this bid, it will select a bidder and award a contract whereby the bidder supplies the City a Asphalt Roller. Pricing is to remain effective for a period of 90 days to allow Council to review and accept or reject awarded bid.

1.2 Information about the City of Claremore

The City of Claremore is an innovative community near Tulsa, OK with a population of approximately 18,000 citizens. This progressive, forward-thinking city strives to offer a high quality of life that attracts industrial based businesses and employees seeking small-town charm within a major metropolitan area. The City strives to work with the citizens of Claremore to meet the needs of the community while serving everyone with respect and integrity. The City strives to do so with competence, accessibility, responsiveness, and excellence. The same level of customer service is expected of its business partners. The City is committed to its providing the highest level of amenities for the community and the region and is dedicated to the continuous improvement of its facilities.

1.3 Project Overview

The City of Claremore's Public Infrastructure Department is soliciting bids for an Asphalt Roller. Upon Council's acceptance and award of the bid a written notice will be sent to the selected candidate. After written notice is signed and returned to the Center Purchasing Agent, the winning firm will 30 days to deliver the merchandise.

1.4 City's Right to Reject

The City reserves the right to accept or reject, in whole or in part, waive informalities, minor irregularities, or substitute items desired if deemed in the best interest of the City, therefore selecting the optimum proposal or issue a new bid. The City of Claremore and its designees reserve the right to determine whether a proposal is responsive and has the ability and resources to perform the contract in full and comply with the specifications.

1.5 Schedule of Events

- Issue bid: October 9, 2011
- Advertise in the Claremore Progress: October 9, 2011 and October 16, 2011
- Proposal due date: at 1:30 p.m. on November 2 , 2011
- Selection of finalist: after committee review and Council approval
- Award: upon Council approval on the next available meeting. Selected candidate will be notified in writing.

~ Section Two ~ Bid Requirements

2.1 Right to Modify, Rescind, or Revoke BID

The City reserves the rights to modify, rescind, or revoke this bid, in whole or in part, at any time prior to the date on which the authorized representative of the City executes a contract with the successful bidder.

2.2 Compliance with BID Requirements

By submission of a bid, a bidder agrees to be bound by the requirements set forth in this bid. The City, at its sole discretion, may disqualify a bidder from consideration, if the City determines a bid is non-responsive and/or non-compliant, in whole or in part, with the requirements set forth in this bid.

2.3 Signature, Certification of Bidder

The proposal must be signed and dated by a representative of the bidder who is authorized to bind the bidder to the terms and conditions contained in this bid and to compliance with the information submitted in the proposal. Each bidder submitting a proposal certifies to both (a) the completeness, veracity, and accuracy of the information provided in the proposal and (b) the authority of the individual whose signature appears on the proposal to bind the bidder to the terms and conditions set forth in this bid. Bids submitted without the required signature shall be disqualified.

2.4 Requirements for Submission

Each bidder shall submit one (1) original – which must be clearly defined as the ORIGINAL – and (2) two copies of their proposal. The original shall be clearly readable and preferably prepared on a word processor and formatted in at least 10-point-font. The copies shall be of good, readable quality. The original and (2) two copies of the proposal shall be submitted in a sealed box or envelope, clearly state on the outside, bottom left-hand corner of the package as shown:

SB-2011-25
Asphalt Roller
Do not open until November 2, 2011 at 1:30 p.m.

2.5 Deadline for Proposals

Proposals must be received by City of Claremore, Central Purchasing Agent's office in the Finance Department by "1:30 p.m. on November 2, 2011". Any proposal received after expiration of the deadline will be immediately disqualified from consideration. To withdraw a proposal, a written request must be made to the Claremore Central Purchasing Agent prior to the scheduled opening.

2.6 Risk of Loss, Damage, Delay

Bidder acknowledges and agrees to release and hold harmless the City of Claremore, its employees, agents, and personnel, from and against any and all claims, liability, damages, and costs, including court costs and attorneys' fees, arising out of or pursuant to delivery of the proposal or failure to deliver the bid to the Central Purchasing Agent's Office of the City of Claremore, as designated in Section 2.5 and 2.6 of this BID. The contractor shall hold the City harmless and shall be liable in the event of injury to City personnel or damage or loss of their property caused by the contractor's equipment, personnel supplies or material furnished. The City will not be liable for loss or damage caused by fires, lightning, sprinkler leakage, earthquake, severe weather, smoke and smudge, aircraft or motor vehicle damage, strikes, riots and civil disturbance or collapse

of building or structures, etc. The City and its personnel shall not be liable for any loss of or damage to contractor property unless due to their fault or negligence.

2.7 Ownership of Proposals

All proposals become the physical property of the City of Claremore upon receipt.

2.8 Use, Disclosure of Information

Bidders acknowledge that the City of Claremore is a municipality of the State of Oklahoma and all bids become a matter of public record once opened. Bid with information marked "confidential" will be rejected upon discovery of such statement. By submitting a proposal, a bidder specifically assumes any and all risks and liabilities associated with the information contained in the proposal and the release of that information contained in the proposal and the release of that information by the City of Claremore for purposes related to or arising out of the (a) evaluation of bid, (b) selection of a bidder pursuant to the bid process, and (c) negotiation and execution of a contract, if any, with the bidder selected.

2.9 Costs of Participation

The City of Claremore specifically disclaims responsibility and/or liability for any and all cost, expenses, or claims related to or arising out of the bidder's participation in this bid process, including but not limited to costs incurred as a result of preparing, copying, shipping, presenting, and/or clarifying the bidder and the information relevant to the bid.

2.10 Compliance with Applicable Laws, Regulations, Ordinances, City of Claremore Policies and Procedures

By submitting a bid, the bidder agrees to and shall comply with all applicable local, state and federal laws and regulations, as well as with all applicable policies and procedures of the City of Claremore.

~ Section Three ~ Bid Procedures

3.1 Rescission of Bid

A bid can be withdrawn from consideration at any time prior to expiration of the deadline for bid, as stated in Section 2.5 of this bid, pursuant to a written request sent tot the City of Claremore Central Purchasing Agent's Office.

3.2 Request for Electronic Copy

A Bidder may request an electronic copy of the bid package from the City of Claremore Central Purchasing Agent's Office. Electronic copies are available on the City of Claremore's website www.claremorecity.com/bids.aspx

3.3 Request for Clarification

The City of Claremore reserves the right to request clarification of any information contained in a bid.

3.4 Questions by Bidders and Addenda

Each bidder shall carefully examine all bid documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than seven (7) days prior to opening due date, notify the City of Claremore, who will, if necessary, send written addendum to all bidders. The City of Claremore will not be responsible for any oral instructions. All inquiries shall be directed to Anne Smith, Central Purchasing Agent in writing at asmith@claremorecity.com.

3.5 Pre-Bid Conference **Mandatory** **Not Mandatory**

A pre-bid conference is not scheduled for this bid.

3.7 Specifications:

Specifications are provided in the Public Infrastructure Asphalt Roller Specifications on page 11. Bidder must meet specifications.

3.8 Pricing

Price as an integral component of the proposal is required. If pricing is not included within the returned packet, the packet will be disqualified as incomplete and non-compliant. All prices shall be honored for a period of 90 days to allow council to review and acceptance. Pricing is to include FOB delivery to the City of Claremore Street Department at 720 Ramm Road, Claremore, OK 74017.

3.9 Payment

The City of Claremore shall pay all invoices Net 30, pursuant to 62 O.S., Section 41.4a, et seq. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

**~ Section Four ~
Contents**

4.1 Bidder Affirmation Clause

Each Bidder must affirm and incorporate in its Proposal all of the Affirmation set forth in this Section 4.4. If the City of Claremore determines a bidder has submitted a false statement, in whole or in part, in regard to any of these affirmations, then the City of Claremore will disqualify the bidder from consideration and report the false statement as such to the Oklahoma Department of Commerce. Also, the City of Claremore will remove the bidder from the master bidders list of the City. Accordingly, the bidder affirms all of the following, without limitation

- a. The bidder has not conferred or offered to confer, either directly or indirectly, any benefit whatsoever on a public servant in connection with the submitted proposal or the subject matter of the proposal;
- b. The bidder either is not subject to the payment of franchise taxes to the State of Oklahoma or is not currently delinquent in regard to the payment of franchise tax owed to the State of Oklahoma;
- c. The bidder, individually or acting by and through its officers, principals, employees, contractors, subcontractors, agents, or personnel, has neither (i) violated state or federal antitrust laws nor (ii) communicated any of the contents of the Proposal to its competitors or any other person or entity engaged in such line of business;
- d. The bidder shall defend, indemnify, and hold harmless the City of Claremore, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of the bidder or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of the resulting contract;
- e. The bidder expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to the accessibility by persons with visual impairments. Accordingly, the proposer represents and warrants to the City of Claremore that the technology provided by bidder for purchase is capable,

either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:

- (1) providing equivalent access for effective use by both visual and non-visual means;
- (2) presenting information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; and
- (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or Services which would constitute reasonable accommodations under the federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

4.2 References

Submit with your bid a minimum of three (3) references of whom you have done business of similar size and scope to City of Claremore with in the past five (5) years. They may be contacted and interviewed with regard to their overall satisfaction of product and your company's performance. Include company name, contact name, address, phone, fax and e-mail, estimated volume with your company and years serviced.

4.3 Submittal Requirements

Each of the following Products shall be submitted by the bid time mentioned herein in order for the bid will be considered:

1. **Complete pages 12-15**
2. **Signed** and completed Bid Form (page 16)
3. **Signed** and completed Non-Collusion Affidavit (page 17)
4. **Signed** and completed Interest Affidavit (page 18)
5. **Signed** and completed W-9 (page 19)
6. **Signed** and completed Company Questionnaire (pages 20-21)
7. **Photos**
8. **One copy of the manufacturer's published specifications**

~ Section Five ~
Evaluation, Selection, & Award

5.1 Discussions with Bidders

Except as provided in this RFP and as is otherwise necessary for the conduct of ongoing City of Claremore business operations, Candidates are expressly and absolutely prohibited from engaging in communications with City of Claremore personnel who are involved in any manner in the review and/or evaluation of the Proposals; selection of an Candidate; and/or negotiations or formalization of a Contract. If any Candidate engages in conduct or communications that the City of Claremore determines are contrary to the prohibitions set forth in this Section 3.6, the City of Claremore may, at its sole discretion, disqualify the Candidate and withdraw the Candidate’s Proposal from consideration.

5.2 Modification of Proposals

Oral modifications will not be considered. Any bidder may modify their bid in writing prior to date and time of bid closing. Only modifications received in sealed envelopes with bid number, closing date and project name clearly marked on outside will be accepted. Written confirmation must be received under the same signature as prior submitted bid. All modifications are to be clearly numbered and dated as to determine the final one.

5.3 Selection of Bidder

The Bidder selected for award will be the bidder whose proposal, as presented in response to this bid and as determined by the City in accordance with the evaluation criteria set forth in Section 5.5, to be the most advantageous to the City. Bidders acknowledge that the City is not bound to accept the lowest-priced Proposal. The City reserves the right to award this contract, not necessarily to the firm with the lowest cost, but to the firm that best meets the requirements and needs of the City as determined according to the evaluation criteria.

5.4 Evaluation of Proposals

The City personnel will evaluate the bid. Submission of a bid indicates the bidder’s acceptance of the evaluation process set forth this bid and the bidder’s acknowledgement that subjective judgments must be made by the City in regard to the evaluation process. The final evaluation and selection of a contractor will be made by the City and submitted to the Claremore City Council for approval.

5.5 Criteria for Evaluation

Evaluation of bids and award to the selected bidder will be based on the following factors:

1. Cost/Fees
2. Responsiveness to Bid
3. Delivery Schedule
4. Score Sheet Listed Below

Item	Method	Score
Hours	1500-1200 =1 1200-900=2	

	900-600=3 600-300=4 300-0=5	
Mileage (if applicable)	15000-12000=1 12000-9000=2 9000-6000=3 6000-3000=4 3000-0=5	
Model Year	2005=1 2006=2 2007=3 2008=4 2009 or newer=5	
Specs	Judgment Score on going above and beyond(1-5)	
Appearance	Judgment Score (1-5)	
Total		

5.6 Consideration of Additional Information

The City reserves the right to ask for and consider any additional information deemed beneficial to the City in evaluation of the bids.

~ Section Six ~
General Terms and Conditions

6.1 Termination

Contract Termination: The City may terminate any resulting contract for cause by providing a Show Cause Letter to the contractor citing the instances of noncompliance with the contract. If the noncompliance is not cured within 10 days, the City may terminate the contract. The City reserves the right to terminate the contract for convenience by providing 15 days written notice to the contractor.

6.2 Conflicts of Interest

In the event there is a potential or actual conflict of interest, the vendor(s) shall provide full disclosure to the City of Claremore. The City shall determine if the conflict, whether potential or actual, is material.

6.3 Right to Inspect

The City retains the right to examine, inspect, audit, and copy, regardless of location, any and all documents, records, files, data, and information generated or utilized by the bidder in the performance of the contract.

6.4 Liens

The successful contractor will not file a lien against the City and shall keep the City harmless and be liable in the event of injury to City personnel or damage or loss of their property caused by the contractor's equipment, personal supplies or materials furnished. The City will not be liable for loss or damage caused by fires, lightning, earthquake, severe weather, smoke and smudge, aircraft or motor vehicle damage, strikes, riots, and civil disturbance or collapse of building or structures, etc. The City and its personnel shall not be liable of or damage to contractor property unless due to their fault or negligence.

6.5 Choice of Law and Venue

The resulting contract shall be construed under the laws of the State of Oklahoma and venue in any action and/or litigation commenced to enforce the contract shall be instituted in the appropriate courts in Rogers County, in the State of Oklahoma.

6.6 Indemnification by the Bidder

The bidder agrees to and shall indemnify and hold harmless the city and their officers, agents, employees, and personnel, from and against claims arising out of or attorneys' fees and for general conduct, whether based upon bidder, employment, joint venture, partnership, or any other legal theory by which liability is adjudged against the City for the acts, intentional acts, omissions, negligence, or gross negligence of the bidder and/or any personnel or individuals providing services on behalf of the bidder pursuant to the contract. The indemnification obligations set forth in the contract shall survive termination or expiration of the contract.

City of Claremore

Department of Public Infrastructure

BID SPECIFICATIONS

ALL BIDS MUST MEET OR EXCEED SPECIFICATIONS OR BID WILL BE REJECTED

The following specifications describe the minimum requirements for vibratory double drum compactor. The equipment bid shall be used. Operating hours not to exceed 1500 and manufacturing date not to be older than 2005. Any additions or variations from the following specifications must be noted. Standard items appearing in the manufacturer's published specifications furnished by the bidder shall be included in the bid unless otherwise noted. One copy of the manufacturer's published specifications shall be included with the bid.

General –

This specification describes the requirements for a new self-propelled, tandem drum asphalt roller with 66" inch wide drums, dual drum drive and dual drum vibration. The roller shall be a regular production for which published specifications are available. Machine modifications to meet the operational and capacity requirements of this specification shall be limited to the manufacturer's published standard and optional equipment. All operating specifications are based on current SAE standards and shall be the basis for determining compliance with specified requirements. The roller shall meet all OSHA and EPA requirements in effect on the date of bid opening and shall be finished with lead free paint.

Dimensions –

The machine shall meet the following specifications:

- Minimum operating weight of 20,500 lbs.
- Maximum overall length of 200" inches
- Maximum overall width 81" inches
- Maximum overall height of 117" inches including ROPS

Does not Meet _____ Meets _____ Exceeds _____

Notes: _____

Engine -

- Four cylinder water cooled engine
- Minimum of 110 horsepower
- Dual element air cleaner
- Fuel tank shall have a minimum capacity of 37 U.S. gallons and shall have a lockable cap or cover

Does not Meet _____ Meets _____ Exceeds _____

Notes: _____

Propulsion System –

- Dual drum hydrostatic drive
- Two directional / speed control lever
- Infinitely variable travel speed with minimum top speed of 7.4 mph.

Does not Meet _____ Meets _____ Exceeds _____

Notes: _____

Brakes –

- Parking brake shall be spring applied, hydraulic release disc type brake
- Parking brake shall apply either with manual switch or upon engine shutdown
- Service brakes shall be hydrostatic

Does not Meet _____ Meets _____ Exceeds _____

Notes: _____

Electrical –

- 12 volt electrical system
- 120 amp hour battery
- Minimum 63 amp alternator

Does not Meet _____ Meets _____ Exceeds _____

Notes: _____

Vibratory System –

- Dual drum vibration system with independent on / off control for each drum
- Switch for automatic vibration shut-off as travel control passes through neutral position
- Dual frequency ranges from 1980 upm to 3400 upm.
- Maximum centrifugal force shall be not less than 26,200 per drum

Does not Meet _____ Meets _____ Exceeds _____

Notes: _____

Drums and Chassis –

- Both drums shall be a minimum 66 “ inches wide and 48” inches diameter
- Each drum shall have replaceable scrapers
- Chassis shall articulate a minimum of 25 degrees in each direction
- Center joint shall provide oscillation of not less than 10 degrees in each direction

Does not Meet _____ Meets _____ Exceeds _____

Notes: _____

Water Spray System –

- Water tanks shall have a minimum combined capacity of 215 gallons (U.S.) and shall have lockable caps or covers
- Sprinkler pump shall have variable intermittent spray control switch
- Sprinkler shall have variable flow adjustment for each drum

Does not Meet _____ Meets _____ Exceeds _____

Notes: _____

Instrumentation and Seats –

- Warning lights/indicators shall be provided for low alternator charge, high engine temperature, low engine oil pressure, neutral start position, hydraulic filter restriction and parking brake applied.
- Machine shall be equipped with ROPS canopy and seat belts
- Machine shall be equipped with hour meter and horn
- Instrument panel shall have lockable cover
- Engine access panel shall be lockable

Does not Meet _____ Meets _____ Exceeds _____

Notes: _____

Other Options –

- Emergency gravity sprinkler system
- Lights – 2 front and 2 rear, includes directionals and flashers
- Lights – front and rear (halogen)
- Speed limiter
- Water level indicator

Does not Meet _____ Meets _____ Exceeds _____

Notes: _____

Warranty –

The successful bidder and the roller manufacturer are required to provide one year warranty coverage for entire machine.

Does not Meet _____ Meets _____ Exceeds _____

Notes: _____

Manuals –

- Two copies each of operators, parts and service manuals shall be provided at time of delivery

Does not Meet _____ Meets _____ Exceeds _____

Notes: _____

Delivery -

The roller shall be serviced and checked in accordance with the manufacturers recommendations prior to delivery. The successful bidder shall provide a minimum of one hour instructions for maintenance and operation at time of delivery.

Deliver to:

City of Claremore Street Department at 720 Ramm Road, Claremore, OK 74017

Attention: Danny Wilson

Delivery Date:

30 days from issuance of purchase order number

Warranty -

The successful bidder and the roller manufacturer are required to provide a one year warranty covering the entire machine.

Additional Information –

Vendor shall supply service history of proposed machine

Vendor shall supply 5 or more pictures of proposed machine

Vendor shall provide on-site evaluation of machine at no cost to the City of Claremore

Equipment Type: _____

Model/Year: _____

Hours/Mileage: _____

Vendor Information: _____



Bid Form for Asphalt Roller, SB-2011-25

All bids must meet or exceed specifications or it will be rejected.

The Undersigned Acknowledges:

1. That he/she is an authorized agent of the vendor submitting this bid.
2. The receipt of the following Addenda; if none was received, mark N/A _____
3. The firm submitting this bid has never defaulted on any Municipal, State, Federal, or private contract.

Company: _____

Signed By: _____

Printed or Typed Name: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Toll Free Number: _____ E-Mail: _____

Cell Phone Number: _____ Pager: _____

Primary Point Of Contact: _____

Payment Terms And Conditions: _____

State Warrantee: _____

Bid Total: \$ _____

Bid in expanded written form: _____

STATE OF OKLAHOMA)

) SS

COUNTY OF)

_____, of lawful age, being first duly sworn, on oath says:

1. I am the duly authorized agent of _____, the contractor under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract;
2. I am fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said contract; and
3. Neither the Candidate nor anyone subject to the Candidates direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Name & Title _____

Address _____

County of _____

State of _____

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

My commission expires: _____



INTEREST AFFIDAVIT

STATE OF OKLAHOMA)

)SS.

COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, on oath, state that I am the agent authorized by the seller to submit the attached Bid. Affidavit further states that no officer or employee of the City of Claremore either directly or indirectly owns a five percent (5%) interest or more in the Candidate's business or such a percentage that constitutes a controlling interest. Affidavit further states that the following officers and /or employees of the City of Claremore own an interest in the Candidate's business which is less than a controlling interest, either direct or indirect.

Name & Title _____

Subscribed and sworn to before me this _____ day of _____, 2011.

Notary Public

My Commission Expires:_____

(SEAL)

STATE OF OKLAHOMA)

)SS.

COUNTY OF _____)

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requestor's name and address (optional)
City, state, and ZIP code	
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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
OR
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

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 on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



COMPANY QUESTIONNAIRE

Attach sheets if additional space is needed to fully answer any question.

Submitted to: _____

_____ A Corporation _____ A Co-Partnership _____ An Individual _____ Other

By: _____

Principal Office: _____

1. Does your organization accept MasterCard payments? _____ If yes, list and explain any additional fees for accepting MasterCard payments? _____

2. How many years has your organization been in business under your present business name?

3. List below at least 3 references your organization has provided service to within the last five-years:

NAME OF COMPANY	NAME, ADDRESS, PHONE NO. OF PERSON TO CONTACT

4. Have you ever failed to complete any contract awarded to you? _____

If so, where and why: _____

The undersigned hereby declares that all the information furnished in this questionnaire is true, complete, and correct to the best of his knowledge and belief; and that all persons named as references are authorized to furnish any information necessary for verification.

_____ By: _____

Name of Organization

Signature

Printed Name

Title

Date



In an effort to better reach all prospective vendors, please assist us by providing and returning, with your bid/proposal, the following information:

How did you learn about this request for proposal? Please check all that apply:

- Legal notice in the Claremore Daily Progress
- City of Claremore internet website
- Advertisement on Claremore cable TV. (CCTV-Channel 17)
- Posting on city hall bulletin board
- Subscription to a construction reporting service if
- City sent the bids to my firm
- Other, please identify _____

Thank you for your assistance!

*This form is a questionnaire and not a necessary component of the bid submission. Bids will not be rejected on the grounds of this form not being completed.



Advertised in the Claremore Progress October 9, 2011 and October 16, 2011

**Invitation to Bid
SB-2011-25**

The City of Claremore will publicly open and read aloud sealed bids for an asphalt roller on November 2, 2011 at 1:30 P.M. in the Council Chambers located at City Hall, 104 S. Muskogee Avenue, Claremore, OK, 74017.

The City reserves the right to waive informalities in the bids and reject any or all bids for any reason whatsoever at the sole discretion of the City. The successful bidder will be notified in writing.

Please contact Anne Smith, Central Purchasing Agent, at 918-341-1325 or asmith@claremorecity.com with any questions or to receive a bid specification package. Packages are also available at <http://www.claremorecity.com/bids.aspx>


OKLAHOMA TAX COMMISSION

November 3, 2003

TAXPAYER ASSISTANCE DIVISION
Larry Wilson, Director

City of Claremore TPA
PO Box 249
Claremore OK 74017

FEI 736005143

Dear Sir/Madam:

This is in response to your request for verification of the sales tax exemption for purchases made by the City of Claremore, Claremore, Oklahoma. This entity of government is exempt from payment of state/local sales tax pursuant to Title 68 O.S. 2002 Supp., Section 1356(1) which we quote in part:

There are hereby specifically exempted from the tax levied by this article:

* * *

(1) Sale of tangible personal property or services to the United States government or to the State of Oklahoma, any political subdivision of this state or any agency of a political subdivision of this state;

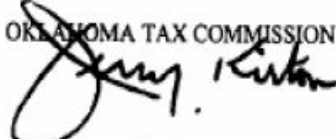
Pursuant to 68 O.S. Section 1404, any purchase exempt from sales tax is also exempt from use tax.

Because we do not issue "sales tax permits" to government entities that are exempt by statute, you may provide vendors with a copy of this letter for documentation concerning your sales tax exemption. Expenses, including travel, incurred on a reimbursable basis are not sales tax exempt.

This exemption does not expire, but the response contained in this letter applies only so long as you maintain the status set out in your application of October 31, 2003. Any change in your status may invalidate this letter. This letter may not be used to establish sales/use tax exemption status by any entity other than the addressee.

If we can be of further assistance, please feel free to contact us at (405) 521-3160.

Sincerely,

OKLAHOMA TAX COMMISSION


Jerry Kirton, Administrator
Taxpayer Assistance Division

JK:sf

2501 NORTH LINCOLN BOULEVARD • OKLAHOMA CITY • OKLAHOMA 73194

IT IS OUR MISSION TO SERVE THE PEOPLE OF OKLAHOMA BY PROMOTING TAX COMPLIANCE THROUGH QUALITY SERVICE AND FAIR ADMINISTRATION