

**Complete Request for Bid Package**

**SB-2012-01**

**Multi- purpose Emergency Response Trailer**

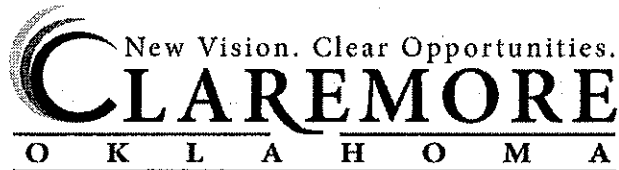
**For the Claremore Police Department**

**Bid Due Date/Time:**

**February 7, 2012**

**By 1:30 P.M.**

**Submitted by: \_\_\_\_\_**



**Anne Smith**  
Central Purchasing Agent

Phone (918) 341-1325  
Fax (918) 341-7705  
[asmith@claremorecity.com](mailto:asmith@claremorecity.com)

To Whom It May Concern:

You are invited to submit your bid for the purchase Recreational Styled Two Axle Enclosed Trailer for the City of Claremore Police Department. Specifications are attached hereto and are considered part of the bid package.

Sealed bids will be received by the Central Purchasing Agent at 104 S. Muskogee Avenue, Claremore until **1:30 P.M., "as so indicated by the time stamp clock of City of Claremore", Tuesday, February 7, 2012.**

Sealed bids will be publicly opened and read by the City of Claremore Central Purchasing Agent or representative at **1:30 P.M., Tuesday, February 7, 2012**, at the City Hall Council Chambers, 104 S. Muskogee Avenue, Claremore, OK, 74017. You are welcome to attend.

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

Should you have any questions regarding this bid, please contact Anne Smith at [asmith@claremorecity.com](mailto:asmith@claremorecity.com).

Sincerely,

Anne Smith  
Central Purchasing Agent

## NOTICE TO BIDDERS

The City requests sealed bids for: SB-2012-01-, **Multi- purpose Emergency Response Trailer** for the Claremore Police Department.

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

**Anne Smith**  
104 S. Muskogee Avenue  
Claremore, OK 74017  
Phone – (918) 341-1325  
Email – [asmith@claremorecity.com](mailto: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-2012-01  Multi- purpose Emergency Response Trailer  Do not open until February 7, 2012 at 1:30 P.M.
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**Due Date:** Sealed bids must be received on or before the scheduled bid opening to be considered. Bids 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:** Sealed 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 next available Council meeting. The opening of bids will be at the City Hall Council Chambers located at 104 S. Muskogee Avenue, Claremore, OK, 74017.

**Evaluation/Award:** Bids will be referred to Claremore Police Department staff for evaluation. The City of Claremore may award to the "lowest and best"; however, the City reserves the right to reject any and all bids and to waive any technicalities in the bidding process. No bid may be altered, withdrawn, or resubmitted within 60 days after the date set of the opening of bids.

  
\_\_\_\_\_  
Authorized Personnel Signed

1/12/2012

Date



Advertised in the Claremore Progress January 15, 2012 and January 22, 2012

### **Invitation to Bid**

The City of Claremore is accepting sealed bids and will open bids for one (1) Multi-purpose Emergency Response Trailer for the Claremore Police Department, SB-2012-01- on Tuesday, February 7, 2012 at 1:30 P.M. in the Council Chambers located at City Hall, 104 S. Muskogee, Claremore, OK, 74017. The results will be publicly read aloud.

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](mailto:asmith@claremorecity.com) with any questions or to receive a bid specification package. Packages are also available at <http://www.claremorecity.com/bids.aspx>



## **Section One General Information**

### **1.1 Purpose of the Request for Bids**

The City of Claremore is currently seeking bids for the purchase of a multi-purpose emergency response trailer for the Claremore Police Department. The City, by means of this bid, invites all qualified Candidates to submit sealed bids in accordance with the requirements outlined in this bid. The City anticipates that, based on its review and evaluation of the bids received pursuant to this bid, it will select a Candidate and execute a contract whereby the Candidate renders goods to the City in accordance with terms and conditions set forth in the contract. Pricing is to remain effective until June 30, 2012.

### **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 City's Right to Reject**

This does not commit the City to select a candidate or to award a Contract to any Candidate. The City reserves the right to accept or reject, in whole or in part, any bid it receives.

### **1.4 Schedule of Events**

- Issue bid: January 15, 2012
- Advertise in the Claremore Daily Progress January 15, 2012 and January 22, 2012
- Bid Due Date: By 1:30 P.M. on February 7, 2012
- Selection of finalists: Upon review of submittals
- Award: Upon Council approval on the next available meeting

## **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 Selected Candidate.

### **2.2 Compliance with BID Requirements**

By submission of a bid, a Candidate agrees to be bound by the requirements set forth in this bid. The City, at its sole discretion, may disqualify a bid 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 Binding Effect of Bid**

Unless otherwise agreed in writing signed by the City Manager and/or Executive Manager of Budget and Finance, each Candidate agrees to and shall be bound by the information and documentation provided with the bid, including prices quoted for services.

### **2.4 Signature, Certification of Candidate**

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

### **2.5 Requirements for Submission**

Each bidder shall submit one (1) original – which must be clearly defined as the ORIGINAL – and (2) two copies of their bid. 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 bid shall be submitted in a sealed box or envelope, clearly state on the outside, bottom left-hand corner of the package as shown:

SB-2012-01  
Multi-purpose Emergency Response Trailer  
Do not open until February 7, 2012 at 1:30 P.M.

### **2.6 Deadline for Bids**

Sealed bids must be received in the Central Purchasing Agent's office (within the Finance Department) by "1:30 P.M. on February 7, 2012". Any bid received after expiration of the deadline will be immediately disqualified from consideration. To withdraw a bid, a written request must be made to the Claremore Central Purchasing Agent prior to the scheduled opening. If more than one bid is received, the bid with the latter time and date stamp prior to the actual bid opening will be considered the final bid.

### **2.7 Risk of Loss, Damage, Delay**

Candidate 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 bid 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.

### **2.8 Ownership of Bids**

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

### **2.9 Use, Disclosure of Information**

Candidates acknowledge that the City of Claremore is a municipality of the State of Oklahoma and subject to the Oklahoma Open Records Act; therefore, the City of Claremore cannot assure the confidentiality of contract terms and other information provided that would be inconstant with the city's compliance with its statutory requirements. Bids with information marked "confidential" will be rejected upon discovery of such statement. By submitting a bid, a candidate specifically assumes any and all risks and liabilities associated with the information contained in the bid and the release of that information contained in the bid and the release of that information by the City of Claremore for purposes related to or arising out of the (a) evaluation of bids, (b) selection of a Candidate pursuant to the bid process, and (c) negotiation and execution of a Contract, if any, with the Candidate selected.

## **2.10 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 from participation in this bid process, including but not limited to costs incurred as a result of preparing, copying, shipping, presenting, and/or clarifying the bid and the information relevant to the bid.

## **2.11 Compliance with Applicable Laws, Regulations, Ordinances, City of Claremore Policies and Procedures**

By submitting a bid, the Candidate 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. Candidate certifies that any subcontractors to be used in the performance of this contractual agreement are in compliance with 25 O.S. Sec. 1313. Per revisions to the Oklahoma Standards for Drug and Alcohol Testing Act effective November 1, 2011, all employers, including independent contractors, subcontractors or employees of an independent contractor, may be subject to a workplace drug or alcohol testing policy under the terms of the contractual agreement when the drug or alcohol testing policy applies to other workers at the job site or workers who are in the same or similar classification or group.

## **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 bids, as stated in Section 2.6 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 Candidate may request an electronic copy of the bid 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](http://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 Candidates 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 bid. 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 then 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 in writing and directed to Anne Smith, Central Purchasing Agent at [asmith@claremorecity.com](mailto:asmith@claremorecity.com).

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

### **3.6 Communications with City of Claremore**

Except as provided in this bid 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 bids; 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 bid from consideration.

### **3.7 Evaluation of Bids**

The Selection Committee will review bids in accordance with the procedure and criteria set forth in this bid. bids that are (i) incomplete, (ii) not properly certified and signed, (iii) not in the required format, or (iv) otherwise non-compliant, in whole or in part, with any of the requirements set forth in this bid may be disqualified by the City of Claremore.

### **3.8 Specifications:**

A complete list calibers and quantities are to be provided by vendor: Specifications are provided in Specifications: Exhibit A, Exhibit B, and Exhibit C.

### **3.9 Pricing**

Price as an integral component of the bid is required. All costs involved in the project will be considered in the bid tabulation of this bid. If pricing is not included within the returned packet, the packet will be disqualified as incomplete and non-compliant. Prices are to be firm and will include delivery to the Claremore Police Department at 200 W. 1<sup>st</sup> Street, Claremore, OK, 74017 and remain in effect until June 30, 2012.

### **3.10 Delivery**

Delivery shall be to the Police Department at 200 W. 1<sup>st</sup> Street, Claremore, OK, 74017 within 90 days from the time the awarded Candidate is notified in writing that they are the successful candidate.

### **3.11 Payment**

The City of Claremore shall pay all invoices pursuant to 62 O.S. § 34.71. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of services and any statute of limitations to the contrary is hereby waived.

## **Section Four Bid Contents**

### **4.1 Provision of Information**

Each Candidate must provide current, accurate, complete information about all of the following in support of its bid (please coordinate numbers with responses):

#### **I. Business, Financial Information:**

1. Name, address, telephone number, and title of the person(s) whom the City of Claremore can contact about the bid;
2. State of Oklahoma corporate filings, DBA name, registration and tax identification number;
3. Name(s) of Owner(s) or partners or directors, as applicable;
4. Names, titles, and resumes of Candidate officials who will serve as primary Candidate contacts;
5. Length of time and years during which the Candidate has provided the services within this bid.

#### **II. Services, Plans, Reports, Billing**

1. All vendors must provide the City with a timeline for delivery of all items bid.
2. Names, titles, contact point of Candidate officials who will serve as primary Candidate contacts and/or perform various services in support of the agreement, plus supporting credentials demonstrating the education, training, and experience of these personnel.
3. Procedures followed when contacted by a City official about issues related to the services.
4. Historically Underutilized Business (HUB) status, if any, of the Candidate



5. The Candidate's plan for utilizing goods or services provided by subcontractors certified by the Oklahoma Department of Commerce as Historically-Underutilized Businesses
6. Methods, procedures, and processes to ensure quality control.
7. Billing procedures and processes utilized by the Candidate
8. Provide for full warranty on products equal to and/or exceeding warranty provided by equipment manufacturer.
9. Provide a one year warranty on installation to include any labor or replacement of parts needed to repair equipment damaged as a result of substandard workmanship.
10. Provide transportation information to and from vendor installation facility.

## 4.2 Candidate Affirmation Clause

Each Candidate must affirm and incorporate in its bid all of the Affirmation set forth in this Section 4.4. If the City of Claremore determines a Candidate 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 Candidate from consideration and report the false statement as such to the Oklahoma Department of Commerce. Also, the City of Claremore will remove the Candidate from the Master Bidders List of the City. Accordingly, the Candidate affirms all of the following, without limitation

- a. The Candidate has not conferred or offered to confer, either directly or indirectly, any benefit whatsoever on a public servant in connection with the submitted bid or the subject matter of the bid;
- b. The Candidate 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 Candidate, 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 bid to its competitors or any other person or entity engaged in such line of business;
- d. The Candidate did not participate in or receive compensation for preparation of the bid;
- e. The Candidate 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 Candidate or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of the resulting contract;
- f. The Candidate 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 Candidate represents and warrants to the City of Claremore that the technology provided by Candidate 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 nonvisual means;
  - (2) presenting information, including prompts used for interactive communications, in formats intended for both visual and nonvisual 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.

### 4.3 References

Submit with your bid a minimum of three (3) references you have done business of similar size and scope to City of Claremore with in the past five (5) years. They must be references who have or are currently using the products specified in your bid. 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 email, estimated volume with your company and years serviced.

### 4.4 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. **Signed** and completed Bid Form (page 15)
2. **Signed** and completed Company Questionnaire (page 16)
3. **Signed** and completed Interest Affidavit (page 17)
4. **Signed** and completed Non-Collusion Affidavit (page 18)
5. **Signed** and completed Specification Exception Form (page 19)
6. **Signed** and completed W-9 (page 20)

## Section Five Evaluation, Selection, Award

### 5.1 Discussions with Candidates

The City of Claremore may conduct discussions and/or negotiations with any Candidate that appears to be eligible for award ("Eligible Candidate") pursuant to the selection criteria set forth in this bid. In conducting discussions and/or negotiations, the City of Claremore will not disclose information derived from bids submitted by competing Candidates, except as and if law requires disclosure.

### 5.2 Modification of Bids

All Eligible Candidates will be afforded the opportunity to submit best and final bids if (a) negotiations with any other Candidate result in a material alteration to the bid and (b) such material alteration has a cost consequence that could alter the Candidate's quotations regarding rates for service.

### 5.3 Selection of Candidate

The Candidate selected for award will be the Candidate whose bid, 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.

### 5.4 Evaluation of Bids

The City personnel, including personnel who serve on the Selection Committee, will evaluate bids. Submission of a bid indicates the Candidate's acceptance of the evaluation process set forth this bid and the Candidate's acknowledgement that subjective judgments must be made by the City in regard to the evaluation process. History in section C, Criteria for Evaluation, may be based on past performance history with the City.

### 5.5 Criteria for Evaluation

Evaluation of bids and award to the Selected Candidate will be based on the following factors, as weighted (optional) and listed below:

	Maximum Points
A. Price:	40
B. Questionnaire and Candidate's Business History	10
C. Delivery Time Frame:	20
D. Quality and Ability to Meet Specifications	20

## **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**

The Contract may be terminated on the first to occur of the following:

- **Termination with Cause:** In the event either the City or the Candidate shall, with or without cause, at any time give to the other at least 60 days' advance written notice, the Contract shall terminate on the future date specified in such notice.
- **Mutual Agreement:** In the event either the City or the Candidate mutually agree in writing, the Contract may be terminated on the terms and date stipulated in the writing.
- **Termination by Default:** In the event either party shall give notice to the other that the other Party has substantially defaulted in the performance of any obligation under the Contract, and the default has not been cured within 10 business days following the receipt of such notice by the Party alleged to be in default, the Party giving notice shall have the right to terminate the Contract immediately, upon the close of City business or at 4 p.m., Central Standard Time on the 10<sup>th</sup> business day after notice was received.
- **Termination for Insolvency, Bankruptcy, Assignment to Creditors:** The City may, without further notice, terminate this Agreement immediately if the Candidate (i) petitions for reorganization under the Bankruptcy Code or is adjudged bankrupt; (ii) becomes insolvent or a receiver is appointed due to the insolvency; or (iii) make a general assignments or sale of its assets or business for the benefit of creditors.
- **Funding Out:** The City shall have the right to cancel this contract at the end of the then current budget period if funds are not allotted for the next budget year to continue this contract. The City may effect such cancellation by giving the Candidate written notice of its intention to cancel not less than thirty (30) days prior to the end of the then current budget period, stating its reasons for cancellation. Upon cancellation of this contract as provided in this section 7.2. 5, the City shall not be responsible for the payment of any services received which occur after the end of the current contract period.

### **6.2 Indemnification by the Candidate**

The Candidate 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 Candidate, employment, apparent Candidate, 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 Candidate and/or any personnel or individuals providing services on behalf of the Contractor pursuant to the Contract. The indemnification obligations set forth in the Contract shall survive termination or expiration of the Contract.

### **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 Candidate in the performance of the Contract.

### **6.4 Definition of Terms**

- **Contract:** The term "Contract" shall mean the written agreement, if any, executed by authorized representatives of the City and the Selected Candidate(s) that formalizes the terms, provisions, covenants, and obligations, including but not limited to those contained

in this bid, of the respective parties to the arrangement for provision of produce or service.

- City Liaison: The term "City Liaison" shall be defined as the (title of individual who will serve as primary contact for purposes of the bid and the resulting contract, if any) and/or his/her designee.
- Candidate's Personnel: The term "Candidate's Personnel" shall mean and include any and/or all of the following, without limitation: employees, leased employees, agents, officers, directors, staff, independent contractors, contractors, or subcontractors, or any individuals furnished, referred, or provided by the Candidate for purposes arising out of or related to this bid, the Candidate's bid, and the Contract, if any, that results from the award made by the City to the Selected Candidate.
- Budget Year: A budget year begins on July 1st and ends on June 30th.

## **Section Seven Insurance**

### **7.1 Required Coverage**

For the duration of the agreement, for all renewal terms, and for purposes of indemnification obligations that are specified to survive termination or expiration of the agreement, Candidate shall obtain, at its sole expense and at no cost to the City, the following coverage and shall maintain such coverage in full force and effect:

- Workers' Compensation: Workers' Compensation covering all individuals who provide services pursuant to the agreement at the request of the Candidate, at the statutory limits in effect as of the Effective Date of the Contract and as modified from time to time by the regulatory body or insurance carrier charged with administering Workers' Compensation for the State of Oklahoma.
- Commercial General Liability: Commercial General Liability, including operations, Contractual liability, and products liability in the combined single limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate.
- Automobile Liability: Comprehensive Automobile Liability Insurance in the combined single limit of not less than one million dollars (\$1,000,000).
- Employer's Legal Liability: Employer's Legal Liability in amounts of not less than five hundred thousand dollars (\$500,000) per accident, five hundred thousand dollars (\$500,000) for disease (policy limit), and \$500,000 for disease (per person).

### **7.2 Effect of Indemnification Obligations**

No Provision, term, or condition in the Contract regarding indemnification obligations shall be construed to limit the application of insurance procured by the Candidate in accordance with requirements set forth in the Contract.

### **7.3 Additional Named Insured, Subrogation**

With the exception of the Workers' Compensation policy, The City of Claremore shall be an additional-named insured on all policies, and subrogation against the City must be waived.

### **7.4 Notification of Cancellation**

Each insurance policy shall contain a covenant by the insurance company issuing the policy that the policy will not be modified or canceled unless thirty (30) days' prior written notice of modification or cancellation is given to the City Clerk and the City Attorney. In the event the Candidate receives notice of modification or cancellation of any of the policies required under the Contract, then, prior to the effective date of modification or cancellation of the policy, the Candidate shall obtain a policy of insurance affording the required coverage from an insurance carrier acceptable to the City. If the Candidate fails to obtain such an insurance policy, the City may immediately terminate the Contract without further notice to the Candidate.

## **SPECIFICATIONS: EXHIBIT A**

To Whom It May Concern:

The City of Claremore Police Department is seeking to purchase a Multi-Use Emergency Response Trailer. The use of the trailer will include secondary radio dispatch control and transport of radio and phone transmission equipment in cases when the primary center is out of service. Housing, rehabilitation, and command center functions for Police Department Personnel at major crime scenes and natural disasters; and also as a shelter and display unit for ancillary public education, safety fairs and community interaction events. This RFP will not include elements related to the radio, dispatch, or telephony component of the intended usage of this trailer. The listed specifications and floor plans are based on the Forrest River "Work and Play Model 28" Toy Hauler. The elements listed are desired but brand specificity is not required. Each proposal will be evaluated based on its adherence to the specification requested. This bid will include the following requirements:

## **SPECIFICATIONS: EXHIBIT B**

### **TONGUE PULL RECREATIONAL STYLE ENCLOSED TRAILER MODEL 28'**

Minimum manufacturer warranty of 1 year on trailer

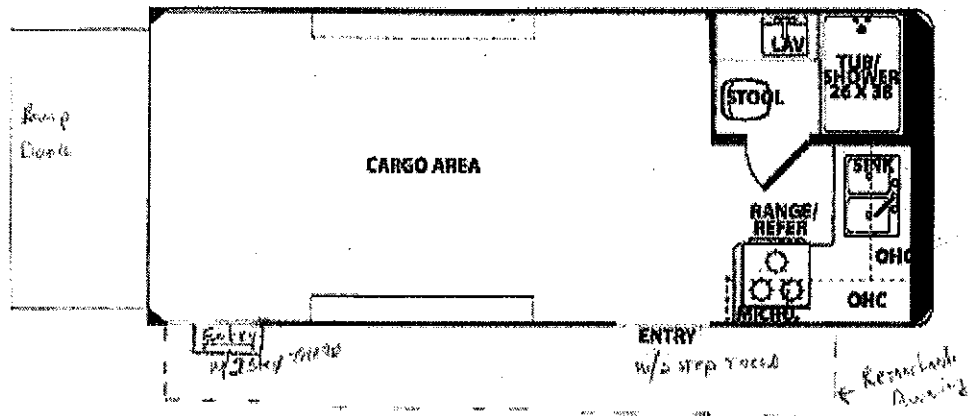
Minimum component warranty of 2 years

Winning bidder must provide dealer service response to all manufacturer warrantees

HITCH WEIGHT	1084 LBS
NUMBER OF AXLES	2
TOTAL AXLE WEIGHT	6,134 LBS
TOTAL SHIP WEIGHT	7,218 LBS
GVWR	13,084 LBS
CARGO CAPACITY	5,800 LBS
EXTERIOR LENGTH	34' 8"
EXTERIOR HEIGHT	10'10"
EXTERIOR WIDTH	TBA
FRESH WATER CAPACITY	80 GAL
GRAY WATER CAPACITY	38 GAL
BLACK WATER CAPACITY	26GAL
EXTERIOR COLOR	WHITE/ NO GRAPHICS
INTERIOR COLOR	TBA
RAMP DOOR	1

OPTIONAL FLOOR COVERING	1
15000 ROOF A/C	1
2 FLIP COUCHES	1
STABILIZER JACKS	2
RVIA TAG	1
MICROWAVE OVEN	1
ALUMINUM WHEEL UPGRADE	5
CARBON MONOXIDE DETECTOR	1
21' AWNING W/ CENTER BRACE	1
ENTRANCE DOOR W/ STEP	2
EQUALIZER PACKAGE	1
20# ALUMINUM PROPANE TANK	2
FREIGHT	1

**SPECIFICATIONS: EXHIBIT C**



**Model 28'**



## Bid Form for SB-2012-01

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: \_\_\_\_\_

Warranty Terms And Conditions: \_\_\_\_\_

Does your product have any deviations from the specifications in this bid? \_\_\_\_\_  
If so, please attach a list of deviations to your bid form.

**Bid Total: \$** \_\_\_\_\_

Bid written in word form: \_\_\_\_\_

# **COMPANY QUESTIONNAIRE**

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

\_\_\_\_\_ 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 NUMBER 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.

\_\_\_\_\_  
Name of Organization

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





**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 \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(SEAL)

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: \_\_\_\_\_



**CITY OF CLAREMORE, OKLAHOMA  
SPECIFICATIONS EXCEPTION FORM**

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications. It should not be the responsibility of the City of Claremore to ferret out information concerning the materials which you intend to furnish.

If your bid does not meet all of our specifications you **must** so state in the space provided below:

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Bids on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the City, however, all deviations must be listed above.

If your bid does not meet our specifications, and your exceptions are not listed above, the City of Claremore may claim forfeiture on your bid bond, if submitted.

Signed: \_\_\_\_\_  
**I DO** meet specifications.

Signed: \_\_\_\_\_  
**I DO NOT** meet specifications as listed in this bid; exceptions are in the space provided.

\*Failure to submit this form with your bid response may result in your bid being rejected as unresponsive.

**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.)	Requester'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 9. 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 9.

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:

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).

**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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. 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.

**BID/ BID/ RFQ RETURN RECEIPT**

Date (Received): / /2011

Bid / RFP / RFQ Number: SB-2012-01

Project Number: \_\_\_\_\_

Department: Police

Contact Person: Anne Smith

Type:      Sealed Bid      On-line Bid      RFP      RFQ

Deadline for Bid / RFP / RFQ: February 7, 2012 1:30 P.M.

Location: Central purchasing agent's office in the Finance Department at City Hall.

Pre-Bid / RFP / RFQ Meeting Time and Date: N/A

Yes                    No

Location: City Hall Council Chambers

Bid / RFP / RFQ Opening Time and Date: February 7, 2012 at 1:30 P.M.

Location: City Hall Council Chambers

**Detailed Description:**

Purchase of a multi-purpose emergency response trailer for the City of Claremore Police Department.

Please return this page as proof of having received the packet and check one of the boxes below.

Vendor Return Receipt:  NO BID/RFP /RFQ      Will be completing BID/RFQ/RFP

\_\_\_\_\_  
Authorized Personnel Signed

\_\_\_\_\_  
Date



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

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

\_\_\_\_\_ Legal notice in the Claremore Daily Progress

\_\_\_\_\_ City of Claremore internet web site

\_\_\_\_\_ 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!

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.

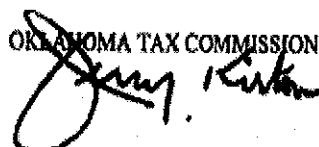
Because we do not issue "sales tax permits" to government entities that are exempt by statute, you may provide vendors with a copy of this letter for documentation concerning your sales tax exemption. Expenses, including travel, incurred on a reimbursable basis are not sales tax exempt.

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:ef

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