

SB-2024-16

Annual Sand, Gravel and Rock Bid

Bid Due Date/Time:

June 10, 2024

By: 10:00 AM

Submitted by:_____



Notice to Bidders

To Whom It May Concern:

You are invited to submit your sealed bid for a contract, lasting from July 1, 2024 until June 30, 2025, for the purchase of sand, gravel and rock for the City of Claremore's Street Department.

Specifications are attached hereto and are considered part of the SEALED BID package.

Sealed bids will be received in the Staff Accountant's office, 104 S. Muskogee Avenue, Claremore, OK, 74017 DUE NO LATER THAN 10:00 AM, as so indicated by the time stamp clock of the City of Claremore, June 10, 2024.

Bids will be publicly opened and read by the City of Claremore Staff Accountant or representative at <u>10:00 AM</u>, <u>June 10, 2024</u>, at the City of Claremore 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 bids received.

Should you have any questions regarding this bid, please contact Grady Lemons in writing at grady.lemons@claremore.com.

We welcome your bid.

Sincerely,

Grady Lemons

Assistant Finance Director

Grady Lemons



ADVERTISEMENT OF BID PUBLISHED IN THE CLAREMORE DAILY PROGRESS May 19th and May 26th, 2024

Invitation to Bid Annual Sand, Gravel and Rock SB-2024-16

The City of Claremore will publicly open and read aloud sealed bids for the Annual Sand, Gravel and Rock bid on <u>June 10, 2024 at 10:00 AM.</u> 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 Grady Lemons, Assistant Finance Director, at 918-341-1325, ext 131 or grady.lemons@claremore.com with any questions or to receive a bid specification package. Packages are also available at https://claremore.com/bids/



INSTRUCTIONS TO BIDDERS FOR THE PURCHASE OF SAND, GRAVEL & ROCK FOR THE CITY OF CLAREMORE

You are invited to submit your sealed bid for the purchase of Asphalt for the City of Claremore. The contract is contingent on approval from the City Council. Expected duration of the contract will be from July 1, 2024 to June 30, 2025.

SEALED BIDS:

Sealed bids will be received in the Staff Accountant's office located at 104 S. Muskogee Avenue, Claremore, Ok 74017, no later than 10:00 AM, on June 10, 2024. BIDS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.

Sealed bids will be publicly opened and read aloud by the City of Claremore Staff Accountant or representative at **10:00 AM, on June 10, 2024** at the City of Claremore Council Chambers, 104 S. Muskogee Avenue, Claremore, OK 74017.

Bids must be made in accordance with the instructions contained herein.

Bid forms shall be completely filled out either typewritten or written legibly.

Proposals shall be submitted on the forms furnished by the City of Claremore in a sealed package, plainly marked, with the bidder's name, address, and following notation:

"SB-2024-16 - Annual Sand, Gravel and Rock"

Submittals shall be addressed to the City of Claremore, Attn: Grady Lemons, 104 S. Muskogee Avenue, Claremore, OK 74017.

SPECIFICATIONS:

Specifications are attached hereto and incorporated herein. It is the intention of the City of Claremore to request bids.

TAX EXEMPTION:

The City of Claremore is exempt from Federal, State, Municipal Sales and Use Taxes.

[&]quot;Do not open until June 10, 2024 at 10:00 AM"



SIGNATURE ON BIDS:

The City of Claremore expects the signature on bid documents to be that of an authorized representative of said Company. An officer of or agent of the offering bidder who is empowered to bind the bidder in a Contract shall sign the proposal and any clarifications to that proposal. Each bidder, by making their bid, represents that they have read and understands the bidding documents.

SUBMISSION REQUIREMENTS:

Any bid not containing said signed documents shall be non-conforming and shall be rejected. Please be sure to submit the signed documents listed below.

- 1. Signed and completed Bid Form (page 8, 9)
- 2. **Signed** and completed Business Relationship Affidavit (page 10)
- 3. Signed and completed Non-Collusion Affidavit (page 11)
- 4. **Signed** and completed Interest Affidavit (page 12)
- 5. **Signed** and completed company questionnaire (pages 13-14)
- 6. Signed and completed Indemnification form (page 15)
- 7. Signed and completed Notarized Statement (page 16)
- 8. Signed and completed W-9 (page 17)

BIDDING PROCEDURES:

- 1. All bids must be prepared on the forms provided by the City and submitted in accordance with the Instructions to Bidders.
- 2. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bid or prior to any extension thereof issued to the bidders.
- 3. Unless otherwise provided in any supplement to the Instructions to Bidders, no bidder shall modify, withdraw or cancel his bid or any part thereof for ninety (90) days after the time designated for the receipt of bids in the Advertisement for Bids.
- 4. Changes or corrections may be made in the bid documents after they have been issued and before bids are received. In such cases a written addendum describing the change or correction will be issued by the City of Claremore to all bidders recorded by the City of Claremore as having received the bidding documents and will be available for inspection wherever issued. Such addendum shall take precedence over that portion of the documents concerned, and shall become part of the bid documents. Except in unusual cases, addendum(s) will be issued to reach the bidders at least five (5) days prior to date established for receipt of bids.
- 5. 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 bid 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 Grady Lemons, Assistant Finance Director, in writing at grady.lemons@claremore.com. After sealed bids are received, the bidder will make no allowance for oversight.



REJECTION OF BIDS:

The bidder acknowledges the right of the City of Claremore to reject any and all bid for any reason and to waive non-material informality or irregularity in any bid received.

DEFAULT:

In case of default by the successful bidder, the City of Claremore may procure the articles or services from other sources and may deduct from any unpaid balance due the successful bidder any increase in cost to the CITY as a result of said default, or may collect against the bond or surety for excess costs so paid, and the prices paid by the City of Claremore shall be considered the prevailing market price at the time such purchase is made.

City of Claremore reserves the right to cancel the contract if the bidder fails to perform the work required in the bid specifications after efforts to resolve any problems that have been unsuccessful.

NONDISCRIMINATION:

The Contractor shall at all times observe and comply with any law, statute, regulation or the like relating in any way to civil rights.

DELIVERY:

If the supplier chosen to furnish this material is not operating or for any reason and/or cannot deliver the material on a day that the City needs it, the City of Claremore reserves the right to purchase this material from another supplier on that date.

PRICES:

The bid price shall be for sand, gravel and rock delivered FOB at various locations throughout the City of Claremore, as well as an option for the City picking the material up at the bidder's location. Prices shall remain firm for the length of the contract award to June 30, 2025.

TERM:

The term of this contract is expected to commence July 1, 2024 and be in effect until June 30, 2025. The City in its sole discretion may offer the seller an opportunity to renew this agreement up to an additional two (2) one (1) year term(s). The Candidate acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by the City of the services set forth in this agreement is subject to the City's needs and to the City's annual appropriation of sufficient funds in the City's fiscal year (July 1st to June 30th) in which such services are purchased. In the event the City does not appropriate or budget sufficient funds to perform this agreement, this agreement shall be null and void without further action by the City. Contract renewal must be approved by City Manager and Council.



WORDS AND FIGURES:

Where amounts are given in both words and figures, the words shall govern. If the amount is not written in words the unit cost will take precedence over the extended price in case of a discrepancy in the multiplication.

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.

AWARD OF BID:

The bidder acknowledges the right of the City of Claremore to accept that bid, in whole or part, deemed to be the lowest responsible bid after all bids have been examined and evaluated. Award of contract must be approved by City Council, City Manager, and Mayor. The winning bidder will be notified in writing.



BID FORM

Price for Price for FOB CLAREMORE PLANT LOCATION

_		I OD OLAKLINOKL	I LANT LOCATION	
	1" CLASS A ROCK (Price/Ton) Amount(s) written in words:	\$	\$	
	1" CRUSHER RUN (Price/Ton) Amount(s) written in words:	\$	\$	
	3/8" CHIPS (Price/Ton) Amount(s) written in words:	\$	\$	
	SCREENINGS (Price/Ton) Amount(s) written in words:	\$	\$	
	FILL SAND (Price/Ton) Amount(s) written in words:	\$	\$	
	ODOT No.57 AGGREGATE (Price/Ton) Amount(s) written in words:		\$	
	ODOT TYPE A AGG BASE (Price/Ton) Amount(s) written in words:	\$	\$	
	ODOT TYPE B AGG BASE (Price/Ton) Amount(s) written in words:	\$	\$	
	ODOT TYPE C AGG BASE (Price/Ton) Amount(s) written in words:	\$	\$	
	ODOT TYPE D AGG BASE (Price/Ton) Amount(s) written in words:	\$	\$	



	ODOT 12" TYPE I PLAIN RIPRAP (Price/Ton) Amount(s) written in words:	\$	\$			
	ODOT 18" TYPE I PLAIN RIPRAP (Price/Ton) Amount(s) written in words:	\$	\$			
	ODOT 24" TYPE I PLAIN RIPRAP (Price/Ton) Amount(s) written in words:	\$	\$			
	ODOT SINGLE COURSE FILTER BLANKET (Price/To Amount(s) written in words:		\$			
TP1						
The t	indersigned acknowledges:					
1. Th	at he/she is an authorized agent of	of the vendor submitting this bi	d			
2. Th	e receipt of the following addence	la; if none was received, mark	N/A			
3. Th	e firm submitting this bid has ne	ver defaulted on any municipal	, state, federal or private contract			
Comj	oany:					
Signe	ed by:					
Printe	ed or typed name:					
Addr	ess:					
Telep	phone number:	Fax numbe	er:			
Toll	Toll free number:E-mail:					
Cell j	phone number:	Pager:				
Prima	ary point of contact:					
Paym	ent terms and conditions:					
		(FOR COMPETITIVE	: BIDS)			



BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF)	
COUNTY OF) SS)	
any partnership, joint venture,	by the bidder to submit the attached I	e, being first duly sworn, on oath, says that bid. Affiant further states that the nature of ntly in effect or which existed within one (1) or officials:
	ent between any officer or director of	in effect or which existed within one (1) year the bidding company and any officer or
	names of all persons having any such companies or firms are as follows:	business relationships and the positions
(If none of the business rela	tionships hereinabove mentioned	exist, Affiant should so state.)
Subscribed and sworn to before	re me this day of	, 2020.
	Notary	Public
(SEAL)	My Commission Expires:	



Non-Collusion Affidavit

STATE OF)	
COUNTY OF) SS)	
	, of lawful age, being first duly swo	orn, on oath says:
1.	I am the duly authorized agent of which is attached to this statement, for the purpose of	certifying the facts pertaining to the giving
2.	of things of value to government personnel in order to I am fully aware of the facts and circumstances surrouthis statement is attached and has been personally and	nding the making of the contract to which
3.	leading to the procurement of said contract; and Neither the Candidate nor anyone subject to the Candi or donated or agreed to pay, give or donate to any office any money or other thing of value, either directly or independent this statement is attached.	cer or employee of the State of Oklahoma
	this statement is attached.	
Name & Title		_
Address		_
County of		_
State of		_
Subscribed ar	nd sworn to before me this day of	, 20
My commission	on expires:	



INTEREST AFFIDAVIT

STATE OF)			
COUNTY OF) SS)			
I am the agent authorize employee of the City of Candidate's business o	ed by the seller to su Claremore either dire r such a percentage d /or employees of the	bmit the attached bid. A ectly or indirectly owns a that constitutes a contro ne City of Claremore ow	e, being first duly sworn, or Affidavit further states that a five percent (5%) interes Illing interest. Affidavit fur n an interest in the Candid	no officer or to more in the ther states that
Name & Title				
Subscribed and sworn t	to before me this	day of	, 20	
		Notary F	Public	
	My Cor	mmission Expires		
(SEAL)				



COMPANY QUESTIONNAIRE

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

Principal Office:						
1. Does your organization accept MasterCard payments? If yes, list and explain any additional						
fees for accepting MasterCard payments	s?					
2. Procedures followed when contacted	by a City official about issu	ues related to the services.				
3. Explain your company's methods, pro	ocedures, and processes t	o ensure quality control.	_			
Explain your firm's billing procedures	and processes.					
How many years has your organization.	on heen in husiness in the	line of work specified in this hid u	— — oder vour			
present business name?			—			
6. How many years of experience in this	s field of work does your or	rganization have?				
7. List below at least 3 references your	organization has provided	service to within the last five-years	s·			
NAME OF COMPANY	NAME, ADDRESS & PH	HONE NUMBER OF PERSON CONTACT				



	d to complete any work				
	artner of your organizatioduct delivery contract? the individual, other org			any other orga	nization t
10. Has any officer or in his own name?lf so, state the name of	partner of your organize	ation ever failed the owner and I	to complete a produc	ct delivery cont	ract hand
	of business are you fina	•			
INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	CAPACITY	
correct to the best of h	by declares that all the in the instance of th	ef; and that all			
Name of Organization	E	Signature			
		Printed Nar Title	ne .	Date	



ANNUAL SAND, GRAVEL & ROCK SB-2024-16 Indemnification Form

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

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

COMPANY	
TAXPAYER IDENTIFICATION NUMBER	
AUTHORIZED SIGNATURE	
ADDRESS	
TELEPHONE	
TOLL-FREE NUMBER	
FAX NUMBER	
E-MAIL ADDRESS	

104 S. Muskogee Claremore, OK 74017 Phone: (918) 341-1325



Notarized Sworn Statement (Contract)

STATE OF)
) SS
COUNTY OF)
	, of lawful age, being first duly sworn, on oath says:
1.	(s)he is 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
2.	of things of value to government personnel in order to procure said contract; (s)he is 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
3.	proceedings leading to the procurement of said contract; and neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahomany money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached.
Name & Title	
Address	
County of	
State of	
Subscribed ar	sworn to before me this day of, 20
My commissio	a expires:



Form W-9
(Rev. November 2017)
Department of the Treasury

Request for Taxpayer Identification Number and Certification

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

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

Interna	Revenue Service	•	- Go to www.irs.g	jov/Formw9 for ins	tructions and the late	est intormatio	n.			
	1 Name (as shown	on your income	tax return). Name is	required on this line; de	o not leave this line blank					
	2 Business name/disregarded entity name, if different from above									
Print or type. ee Specific Instructions on page 3.	Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. Individual/sole proprietor or						certain instruct ate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):		
pe.	Single-member						Exempt	Exempt payee code (if any)		
Print or type.	Note: Check LLC if the LLC	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that				C is	Exemption from FATCA reporting code (if any)			
fic P	is disregarded	is disregarded from the owner should check the appropriate box for the tax classification of its owner.								
eG	☐ Other (see instructions) ►				(Applies to	(Applies to accounts maintained outside the U.S.)				
ds ee	5 Address (number	r, street, and ap	t, or suite no.) See in:	structions.		Requester's n	ame and addre	ess (optiona	d)	
Ō	6 City, state, and 2	IP code								
	7 List account num	ber(s) here (opt	ional)							
Par	tl Taxpa	yer Identifi	cation Numbe	er (TIN)						
					ne given on line 1 to a		al security nu	mber		
reside	ent alien, sole prop	rietor, or disre	garded entity, see	the instructions for	nber (SSN). However, Part I, later. For other number, see <i>How to g</i>		=	-		
TIN, la	ater.			•		or				
Note:	If the account is in	n more than or	ne name, see the i	nstructions for line 1	. Also see What Name	and Emp	loyer identific	r identification number		
Numb	er To Give the Red	<i>quester</i> for gui	idelines on whose	number to enter.			-			
Par	t II Certifi	cation								

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

Cat. No. 10231X

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

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

Sign Here U.S. person ► Date ►

General Instructions

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

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

Purpose of Form

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

Form 1099-INT (interest earned or paid)

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

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

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

Form **W-9** (Rev. 11-2017)





November 3, 2003

TAXPAYER ASSISTANCE DIVISION Larry Wilson, Director

City of Claremore PO Box 249 Claremore OK 74017

TPA

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:

 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,

Jerry Kirton, Administrator

Taxpayer Assistance Division

JK:sf