Complete Bid Package for
SB-2013-16

SOUTHERN YELLOW PINE POLES

Bid Due Date/Time:
AUG 13, 2013
By 2:30 p.m.

Submitted By:____________________________
Invitation to Bid

The Claremore Public Works Authority Electric Department will open sealed bids for yearly bid on Southern Yellow Pine Poles, SB-2013-16, on **Aug 13, 2013 at 2:30 p.m.** in the Council Chambers located at City Hall, 104 S. Muskogee Avenue, Claremore, OK, 74017. The results will be public read aloud during the bid opening.

A mandatory pre-bid conference is not scheduled for this bid. 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 Lee Harrison, Staff Accountant, at 918-341-1325 or lharrison@claremorecity.com with any questions or to receive a bid specification package. Packages are also available at http://www.claremorecity.com/bids.aspx
To Whom It May Concern:

You are invited to submit your sealed bid for yearly bid on Southern Yellow Pine Utility Poles. 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 2:30 p.m., “as so indicated by the time stamp clock of City of Claremore”, Aug 13, 2013.

Sealed bids will be publicly opened and read by the City of Claremore Staff Accountant or representative at 2:30 p.m., Aug 13, 2013, at the City Hall Council Chambers, 104 S. Muskogee Ave., Claremore, OK, 74017. You are welcome to attend. A bid bond of 5% is not required for this project.

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

Should you have any questions regarding this bid, please contact Lee Harrison at lharrison@claremorecity.com.

Sincerely,

Lee Harrison
Staff Accountant
NOTICE TO BIDDERS

The CPWA requests Bids for: SB-2013-16, yearly bid on Southern Yellow Pine Utility Poles.

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

Lee Harrison
104 S. Muskogee Ave.
Claremore, OK 74017
Phone: (918) 341-1325
E-mail: lharri.son@claremorecity.com

The City of Claremore CPWA 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:

Hand or Special Delivery: City Hall
Lee Harrison
Staff Accountant’s Office
104 S. Muskogee
Claremore, OK 74017

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

| SB-2013-16 |
| Yearly bid on Southern Yellow Pine Utility Poles |
| Do not open until Aug 13, 2013 at 2:30 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. CPWA reserves the right to reject any and all bids. The successful bidder will be notified in writing.

______________________________
Signature of Authorized Agent

______________________________
Date
~ Section One ~
General Information

1.1 Purpose of the Bid
The bid process is part of a competitive procurement process which will facilitate a fair opportunity for qualified firms to offer their plans and services for consideration. City of Claremore CPWA is currently seeking bids for the purchase of Southern Yellow Pine Poles for the Claremore Public Works Authority Electric Department. The City, by means of this bid, 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 execute a contract whereby the bidder renders services to the City, in accordance with terms and conditions set forth in the contract. 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 CPWA (City) is accepting bids for yearly bid on Southern Yellow Pine Utility Poles. Delivery of Southern Yellow Pine Utility Poles to be settled upon between City of Claremore Electric Department Head and Supplier But could begin immediately after the award of Bid.

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 CPWA 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: July 21, 2013
- Advertise in the Claremore Progress: July 21, 2013 and July 28, 2013
- Proposal due date: at 2:30 p.m. on Aug 13, 2013
- Selection of finalists: to follow immediately
- 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, and to make awards in a manner deemed in the best interest of the City 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:

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SB-2013-16
Yearly bid on Southern Yellow Pine Utility Poles
Do not open until Aug 13, 2013 at 2:30 p.m.
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2.5 Deadline for Proposals
Proposals must be received by City of Claremore, Staff Accountant’s office in the Finance Department by “2:30 p.m. on Aug 13, 2013”. 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 Staff Accountant 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 CPWA, 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 Staff Accountant’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 proposer 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 CPWA 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 to the City of Claremore Staff Accountant’s Office.

3.2 Request for Electronic Copy
A Bidder may request an electronic copy of the bid package from the City of Claremore Staff Accountant’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 Lee Harrison, Staff Accountant in writing at lharrison@claremorecity.com.
3.5 Pre-Proposal Conference  □ Mandatory  ■ Not Mandatory

3.6 Specifications:
Specifications are provided in the Southern Yellow Pine Utility Poles Specifications beginning on page 12. Bidder must meet specifications.

3.7 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.

3.8 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 Insurance Requirements
Contractor shall provide proof of liability insurance before commencing the Work, shall maintain such liability insurance during the duration of this Agreement, and shall not allow such insurance to lapse for any reason. The Contractor shall be responsible for all injuries and losses, both to persons as well as property, which may arise as a result of the contractor’s operation of the recycling program. This shall include injuries or loss to contractor’s agents, employees or persons under contract with contractor. Additionally, this shall include injuries to and losses by third persons. In conjunction herewith, the contractor shall at all times maintain a general commercial liability policy with limits at no less than $1,000,000 per individual loss, or $1,000,000 aggregate. The provider of such commercial general liability shall be a reputable company authorized to transact business in the State of Oklahoma. Contractor shall furnish City of Claremore a certificate of insurance naming the City of Claremore, Oklahoma, as an additional insured on the General Commercial Liability policy, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice.

4.3 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 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. Completed bid specifications (pages 12-13)
2. **Signed** and completed Bid Form (page 14)
3. **Signed** and completed Non-Collusion Affidavit (page 15)
4. **Signed** and completed W-9 (page 16)
5. **Signed** and completed Indemnification Agreement (page 17)
6. **Signed** and completed Notarized Sworn Statement (page 18)
7. Verification of insurance
8. Vender Background and Qualifications
9. Information requested in Section 4.3 References
5.1 **Discussions with Bidders**
The City of Claremore may conduct discussions and/or negotiations with any bidder that appears to be eligible for award (“Eligible Bidder”) 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 proposals submitted by competing bidders, except as and if law requires disclosure.

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, as listed below:

1. Cost/Fees
2. Responsiveness to Bid
3. Qualifications

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 Term

The term of this contract is expected to commence October 18, 2011 and be in effect until October 18, 2012. 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 Mayor and Council.

6.3 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.

6.4 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.

6.5 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, lightening, 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.

6.6 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.
Southern Yellow Pine Poles

Full Length Pressure Penta Treated

To a final net retention of 0.45# per cubic foot

Framed, inspected and conforming to RUS 2011 Specs

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Estimated Usage for informational purposes only, does not guarantee City of Claremore will order or continue to use this amount currently or in the future. This estimate is only for the more common pole sizes City of Claremore has used.
Company Name: ____________________________________________________________

By: ______________________________________________________________________

Product Manufacturer: ______________________________________________________

Comments: __________________________________________________________________

____________________________________________________________________________

Delivery: ____________________________________________________________________

State Guarantee/Warranty: _____________________________________________________

____________________________________________________________________________

**DELIVERY:** Items ordered and shall be delivered to 724 W. Ramm Road, Claremore, OK  74017 within the time frame agreed upon between City of Claremore, Electric Department Head and Supplier after written notification/official order that the City Council approves award of this bid. Bid pricing is to include delivery of the products.
Bid Form for
Southern Yellow Pine Poles, SB-2013-16

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 were received, please 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: _______________________________________________
BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF _________________)
COUNTY OF _________________)

__________________________________________, of lawful age, being first duly sworn, on oath, says that
(s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of
any partnership, joint venture, or other business relationship presently in effect or which existed within one (1)
year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

_______________________________________________________________________
_______________________________________________________________________

Affiant further states that any such business relationship presently in effect or which existed within one (1) year
prior to the date of this statement between any officer or director of the bidding company and any officer or
director of the architectural or engineering firm or other party to the project is as follows:

_______________________________________________________________________
_______________________________________________________________________

Affiant further states that the names of all persons having any such business relationships and the positions they
hold with their respective companies or firms are as follows:

_______________________________________________________________________
_______________________________________________________________________

(If none of the business relationships hereinabove mentioned exist, Affiant should so state.)

_______________________________________________________________________

Subscribed and sworn to before me this _______ day of __________________, 20____.

_____________________________________________
Notary Public

My Commission Expires:________________________
(SEAL)
Form W-9

Request for Taxpayer Identification Number and Certification

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: [ ] Individual/Sole proprietor [ ] Corporation [ ] Partnership

[ ] Limited liability company: Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ....

[ ] Exempt payee

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Requestor's name and address (optional)

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.

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: [ ] I am exempt from backup withholding, or [ ] 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 [ ] the IRS has notified me that I am not 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.

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:

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,
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 Clarendon, OK 74017 Phone: (918) 341-1325
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 of things of value to government personnel in order to procure said contract;
2. (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 proceedings leading to the procurement of said contract; and
3. 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 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: ________________________________
November 3, 2003

City of Claremore
PO Box 249
Claremore OK  74017

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,

[Signature]

Jerry Kirkon, Administrator
Taxpayer Assistance Division

OKLAHOMA TAX COMMISSION

2501 North Lincoln Boulevard • Oklahoma City • Oklahoma 73114

It is our mission to serve the people of Oklahoma by promoting tax compliance through quality service and fair administration.