Complete Bid Package for
Bid No. 2011-10
Partial Exterior Restoration of the
Old Water Treatment Plant
For the City of Guthrie/GPWA
Bid Due Date/Time:
July 25, 2011 by 10:00 am

Submitted By:____________________________
NOTICE TO BIDDERS

The City requests Bids for: Bid No. 2011-10, Partial Restoration of the Exterior of the Old Water Treatment Plant

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

Kim Biggs
101 N. 2nd Street
Guthrie, OK 73044
Phone: (405) 282-0495
Email: kbiggs@cityofguthrie.com

The City of Guthrie reserves the right to reject any and all bids when such rejection is in the best interests of the City of Guthrie. 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 Guthrie
                  City Clerk’s Office – ATTN: Bid Package
                  P.O. Box 908
                  Guthrie, OK 73044

Hand or Special Delivery:  City of Guthrie
                          Att: Kim Biggs
                          101 N. 2nd Street
                          Guthrie, OK 73044

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

Bid #2011-10
Restoration of the Exterior of the Old Water Treatment Plant
Do not open until July 25, 2011 at 10:00 am

Due Date: Bids must be received on or before 10:00 a.m. on July 25, 2011 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 the City Clerk’s office 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 101 N. 2nd Street, Guthrie, OK, 73044.

Evaluation/Award: Proposals will be evaluated by staff. The City 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 Guthrie is currently seeking bids for the partial restoration of the exterior of the old Water Treatment Plant facility. 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 Guthrie
The City of Guthrie is an innovative community near Oklahoma City, OK with a population of approximately 11,000 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 Guthrie to meet the needs of the community while serving everyone with respect and integrity. The City strives to do so with competence, accessibility, responsiveness, and excellence. The same level of customer service is expected of its business partners. The City is committed to its providing the highest level of amenities for the community and the region and is dedicated to the continuous improvement of its facilities.

1.3 Project Overview
The City of Guthrie is accepting bids for the partial restoration of the exterior of the old Water Treatment Plant facility located at 1111 S. Division, Guthrie, Oklahoma. Please contact Rene Spineto at 405-282-1110 to schedule a walk-thru. A bid bond is not required for this project.

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 Guthrie 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
- Advertise in the Guthrie News Leader: July 2, 2011 and July 9, 2011
- Proposal due date: at 10:00 am on July 25, 2011
- 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, 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:

Bid #2011-10
Partial Restoration of the Exterior of the Old Water Treatment Plant
Do not open until July 25, 2011 at 10:00 am

2.5 Deadline for Proposals
Proposals must be received by City of Guthrie, Central Purchasing Agent's office in the Finance Department by 10:00 a.m. on July 25, 2011. Any proposal received after expiration of the deadline will be immediately disqualified from consideration. To withdraw a proposal, a written request must be made to the Guthrie Central Purchasing Agent prior to the scheduled opening.

2.6 Risk of Loss, Damage, Delay
Bidder acknowledges and agrees to release and hold harmless the City of Guthrie, its employees, agents, and personnel, from and against any and all claims, liability, damages, and costs, including court costs and attorneys’ fees, arising out of or pursuant to delivery of the proposal or failure to deliver the bid to the Central Purchasing Agent’s Office of the City of Guthrie, as designated in Section 2.4 and 2.5 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 Guthrie upon receipt.

2.8 Use, Disclosure of Information
Bidders acknowledge that the City of Guthrie 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 Guthrie 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 Guthrie 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 Guthrie 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 Guthrie.

~ 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 Guthrie Central Purchasing Agent’s Office.

3.2 Request for Electronic Copy
A Bidder may request an electronic copy of the bid package from the City of Guthrie Central Purchasing Agent’s Office. Electronic copies are available on the City of Guthrie’s website http://www.cityofguthrie.com/bids.aspx

3.3 Request for Clarification
The City of Guthrie 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 Guthrie, who will, if necessary, send written addendum to all bidders. The City of Guthrie will not be responsible for any oral instructions. All inquiries shall be directed to Kim Biggs, Central Purchasing Agent in writing at kbiggs@cityofguthrie.com.
3.5 Pre-Proposal Conference □ Mandatory ■ Not Mandatory

3.7 Specifications:
Specifications are provided on page 10. Bidder must meet specifications.

3.8 Pricing
Price as an integral component of the proposal is required. If pricing is not included within the returned packet, the packet will be disqualified as incomplete and non-compliant. All prices shall be honored for a period of 90 days to allow council to review and acceptance.

3.9 Payment
Payment will be made with the regular accounts-payable claims when merchandise has been satisfactorily received or the service/work has been satisfactorily performed, and an invoice along with any other required documents is submitted to the Purchasing Department. Claims are approved for payment twice each month at regularly scheduled City Council Meetings, the first and third Tuesday. After approval, payments are mailed out the following Friday.

~ 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 Guthrie determines a bidder has submitted a false statement, in whole or in part, in regard to any of these affirmations, then the City of Guthrie will disqualify the bidder from consideration and report the false statement as such to the Oklahoma Department of Commerce. Also, the City of Guthrie 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 Guthrie, 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 Guthrie 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. 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, nor $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 Guthrie a certificate of insurance naming the City of Guthrie, 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 Guthrie within 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 11)
2. **Signed** and completed Exception Form (page 12)
3. **Signed** and completed Non-Collusion Affidavit (page 13)
4. **Signed** and completed Indemnification Agreement (page 14)
5. **Signed** and completed Notarized Sworn Statement (page 15)
6. **Signed** and completed W-9 (page 16)
7. Verification of insurance
8. Vendor Background and Qualifications
9. List of proposed materials
10. 3 References
Section Five ~ Evaluation, Selection, & Award

5.1 Discussions with Bidders
The City of Guthrie 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 Guthrie 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 Guthrie 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 weighted (optional) and 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.
General Terms and Conditions

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

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

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

6.4 Liens
The successful contractor will not file a lien against the City and shall keep the City harmless and be liable in the event of injury to City personnel or damage or loss of their property caused by the contractor’s equipment, personal supplies or materials furnished. The City will not be liable for loss or damage caused by fires, 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.

6.5 Choice of Law and Venue
The resulting contract shall be construed under the laws of the State of Oklahoma and venue in any action and/or litigation commenced to enforce the contract shall be instituted in the appropriate courts in Logan County, in the State of Oklahoma.
City of Guthrie
Bid Specifications

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

The following bid specification is for all the materials and labor for the removal, replacement, and restoration of the old Water Treatment Plant located at 1111 S. Division in Guthrie, Oklahoma.

1. Roof
   a. Remove existing roof material and decking and dispose
   b. Install new 5/8 wood decking over entire roof structure
   c. Replace roof with 30-year GAF/ELK architectural shingle or better
   d. Install new metal drip edge

2. Masonry
   a. Reuse existing brick – supply any new brick that may be needed
   b. Secure roof joists
   c. Repair hole in west wall
   d. Tuck point all joints as needed

3. Window and Door Repairs
   a. Square windows and doors
   b. Repair damaged wood, mill to match profile
   c. Replace broken glass

4. Paint
   a. Clean and prep brick using power brush and vacuum or similar method, to remove loose debris. DO NOT use a pressure blast using sand. IF a low pressure water washing method is used, owner will specify a pressure, distance and angle between the wand nose and wall surface, and a maximum dwell time per wall section. Old paint CAN REMAIN on the walls.
   b. Repaint all brick in color to be specified by owner
   c. Restore all wood surfaces where needed, i.e., soffits and fascia
   d. Prep, caulk, seal, prime and repaint all wooden surfaces in color to be specified by owner
Bid Form
Partial Exterior Restoration of the
Old Water Treatment Plant

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

The Undersigned Acknowledges:

1. That he/she is an authorized agent of the vendor submitting this bid.

2. The receipt of the following Addenda; if none was received, mark N/A

3. The firm submitting this bid has never defaulted on any Municipal, State, Federal, or Private Contract.

Company: ________________________________

Signed By: ______________________________

Printed or Typed Name: ______________________________

Address: ______________________________________

Telephone Number: __________________ Fax Number: __________________

Toll Free Number: __________________ E-Mail: __________________

Cell Phone Number: __________________ Pager: __________________

Primary Point Of Contact: __________________

Payment Terms And Conditions: __________________

State Warrantee: __________________

Bid Total: $ __________________

______________________________
CITY OF GUTHRIE, 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 Guthrie to ferret out information concerning the materials which you intend to furnish.

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

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Proposals 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 proposal does not meet our specifications, and your exceptions are not listed above, the City of Guthrie may claim forfeiture on your proposal bond, if submitted.

Signed: ________________________________________________________________

I **DO** meet specifications.

Signed: ________________________________________________________________

I **DO NOT** meet specifications as listed in this proposal; exceptions are in the space provided.

*Failure to submit this form with your proposal response may result in your proposal being rejected as unresponsive.
NON-COLLUSION AFFIDAVIT OF VENDOR

This affidavit **MUST** accompany your response.

STATE OF ______________________

COUNTY OF _____________________

S. S.

AFFIDAVIT

I, ________________________, declare under oath, under penalty of perjury, That I am lawfully qualified and acting officer and/or agent of _____________________________, and that:

1. The affiant has not been party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any official of the state or political subdivision of the State, including the City of Guthrie or Guthrie Public Works Authority, as to quantity, quality or price in the matter of the attached proposal, or any other terms of said prospective contract; or in any discussion between Proposer and any official of the State, including the City of Guthrie or Guthrie Public Works Authority, concerning the exchange of money or other thing of value for special consideration in the letting of a contract and,

2. ____________________________, has not pled guilty to or been convicted of a felony charge for fraud, bribery or corruption involving sale of real or personal property to any state or any political subdivision of a state.

3. That no person, firm, corporation subsidiary, parent, predecessor or other entity affiliated with or related to ____________________________ has been convicted of a fraud, bribery, or corruption relating to sale of real or personal property to any state or political subdivision of a state.

__________________________
(Office or Agent)

Subscribed and sworn to before me this ______ Day of _________________________, 20__.

__________________________
(SEAL)

(Notary Public)

My Commission Expires ______________________

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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
Notarized Sworn Statement (Contract)

STATE OF ______________ )
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 City of Guthrie 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: ________________________________________________
**Form W-9**

Department of the Treasury
Internal Revenue Service

**Request for Taxpayer Identification Number and Certification**

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

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Name (as shown on your income tax return)</td>
</tr>
<tr>
<td>2</td>
<td>Business name, if different from above</td>
</tr>
<tr>
<td>3</td>
<td>Check appropriate box: □ Individual/Sole proprietor  □ Corporation  □ Partnership  □ Limited liability company. Enter the tax classification (D=dissolved entity, C=corporation, P=partnership) □ Exempt paying entity</td>
</tr>
<tr>
<td>4</td>
<td>Address (number, street, and apt., or suite no.)</td>
</tr>
<tr>
<td>5</td>
<td>City, state, and ZIP code</td>
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</table>

**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, the TIN 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.

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>6</td>
<td>Social security number</td>
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<td></td>
<td>Of</td>
</tr>
<tr>
<td></td>
<td>Employer identification number</td>
</tr>
</tbody>
</table>

**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 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.

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<td>Sign here</td>
</tr>
<tr>
<td></td>
<td>Signature of U.S. person</td>
</tr>
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<td></td>
<td>Date</td>
</tr>
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</table>

**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 the allocable 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,
NOTICE OF NO BID

If you do not wish to bid, please complete the following form and return.

REASON FOR NO BID:

[ ] 1. Cannot comply with specifications

[ ] 2. Cannot meet delivery requirements

[ ] 3. Cannot identify the item(s)

[ ] 4. Do not regularly manufacture or sell the type of item(s) involved

[ ] 5. Other

[ ] 6. We do [ ], we do not [ ] desire to be retained on the bidders list.

Name of Firm: ________________________________________________________________

Address: _________________________________________________________________

Signature: _________________________ Title: ________________________________
Bid Notice

Bid No. 2011-10, Restoration of the Exterior of the Old Water Treatment Plant

NOTICE IS HEREBY GIVEN that the City of Guthrie will receive sealed bids in the office of the City Clerk, Guthrie City Hall, 101 N. 2nd Street, Guthrie, Oklahoma 73044. Bids are for Restoration of the Exterior of the Old Water Treatment Plant. Bids will not be accepted after 10:00 a.m., Monday, July 25, 2011, at which time they will be publicly opened in the City Council Chambers, Guthrie City Hall, 101 N. 2nd Street, Guthrie, Oklahoma 73044.

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 Kim Biggs, Purchasing Agent, at 405-282-0495 or kbiggs@cityofguthire.com with any questions or to receive a bid specification package. Packages are also available at http://www.cityofguthrie.com/bids.aspx.