



Complete Bid Package

Bid No. 2021-01

Grass Management

Bid Due Date/Time:

April 20, 2021

By 2:00 p.m.

Submitted By: _____

NOTICE TO BIDDERS

The City of Guthrie/Guthrie Public Works Authority (City/GPWA) requests Sealed Bids for: Bid No. 2021-01, Grass Management Services.

To receive or view specifications, contact:

Jessie Bryan
101 N. 2nd Street
Guthrie, OK 73044
Phone: (405) 282-0053
Email: jbryan@cityofguthrie.com

The City/GPWA reserves the right to reject any and all bids when such rejection is in the best interests of the City/GPWA. Bids must be submitted on the forms provided in the bid documents for response to be considered. Please submit the sealed bid 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
Attn: Jessie Bryan
101 N. 2nd Street
Guthrie, OK 73044

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

Bid No. 2021-01
Grass Management Services
Do not open until April 20, 2021 at 2:00 pm

Due Date: Bids must be received on or before 2:00 p.m. on April 20, 2021 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: All bids will be evaluated by staff. The City reserves the right to reject any and all proposals. The successful bidder will be notified in writing.



Signature of Authorized Agent

3/31/21

Date

BID No. 2021-01
GRASS MANAGEMENT
INSTRUCTIONS TO BIDDERS

ISSUED: March 31, 2021

CLOSES: April 20, 2021

GENERAL: The purpose of this solicitation for bids is to engage a Proposer to provide the following Services to the City/GPWA: mowing services. The City/GPWA invites all qualified Proposers to submit sealed bids in accordance with the requirements outlined in this bid packet. The City/GPWA anticipates that, based on its review and evaluation of the proposals received pursuant to this bid request, it will select a Proposer and execute a contract whereby the Proposer renders Services to the City/GPWA, in accordance with terms and conditions set forth in the contract.

BID FORMS: Bids must be submitted on the forms provided in the bid documents for response to be considered. All proposals must contain:

1. **Signed** and completed Bid Form (page 5)
2. **Signed** and completed Non-Collusion Affidavit (page 6)
3. **Signed** and completed Indemnification Agreement (page 7)
4. **Signed** and completed Notarized Sworn Statement (page 8)
5. **Signed** and completed Vendor Registration/W9 Form (page 9)
6. Verification of Insurance

The completed bid return will, upon acceptance by the City/GPWA, become the defined contract specification.

EXCEPTIONS/VARIATIONS: Any variation from the specifications herein must be clearly indicated on the form provided and attached to the bid return. List any variation by specific items in enough detail to enable staff to make an accurate evaluation of the exception.

SUBMISSION OF BID: Each bid must be submitted in a sealed envelope for confidentiality of bid information prior to bid opening. All bids must be marked, on the outside sealed envelope, preferably in the lower left hand corner, to wit; bid number and bid title. Bidder's company name and address must appear in the upper left corner of the sealed envelope. All bids must be submitted to the City Clerk's Office, City Hall, 101 North Second Street (P.O. Box 908), Guthrie, Oklahoma 73044, prior to 2:00 p.m., Tuesday, April 6, 2021.

NOTICE: If bids are sent by mail, bidders are responsible for their delivery by the date and time set for receiving bids. If bids are delayed beyond the deadline because of the mail, or any other reason, the bid will not be considered.

METHOD OF AWARD: All bids will be evaluated by staff. Recommendations of award shall be based on the highest and best responsible bidder whose bid conforms to the specifications herein and whose bid is considered to be the best value for the City/GPWA. The City/GPWA reserves the right to reject any or all bids, if in the best interest of the City.



**BID No. 2021-01
GRASS MANAGEMENT
BID SPECIFICATIONS**

NOTICE IS HEREBY GIVEN that the City of Guthrie/Guthrie Public Works Authority will receive sealed bids for property:

Guthrie Convenience Center, 13.48 acres mol. plus an additional 37.77 acres surrounding the new Waste Water Treatment Plant as shown in exhibit A

INTENT AND PURPOSE

The City of Guthrie, is seeking bids for Grass Management Services for the property owned by the City of Guthrie.

It is the intent of the City of Guthrie to enter into a lease agreement an individual who will agree to mow this property for the cuttings plus a yearly monetary benefit to the City of Guthrie. The mowing must take place at least two (2) times during a growing season. No livestock grazing may be considered.

CONTRACT PERIOD

The contract awarded shall be in effect for five years, as dated on contract with additional 5 year renewal option.

TERMINATION

Both parties reserve the right to terminate the lease with a 30-day written notice.



**BID RETURN SHEET
BID No. 2021-01
GRASS MANAGEMENT**

Property:

Guthrie Convenience Center, 13.48 acres mol. plus an additional 37.77 acres surrounding the new Waste Water Treatment Plant as shown in exhibit A

MOWING:

\$ _____

BIDDER'S INFORMATION:

Name (Print or Type)

Address

Phone Number (s)

Signature

Date



NON-COLLUSION AFFIDAVIT OF VENDOR

This affidavit **MUST** accompany your response.

COUNTY OF _____)
S. S.
STATE OF _____)

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 _____



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 _____

ADDRESS _____

TELEPHONE _____

FAX NUMBER _____

E-MAIL ADDRESS _____

AUTHORIZED SIGNATURE _____



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 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 _____

Signature _____

County of _____

State of _____

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

Notary Signature _____

My commission expires: _____ Commission No: _____

**Request for Taxpayer
 Identification Number and Certification**

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

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number : : :
or
Employer identification number : : :

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

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

CONTRACT AGREEMENT

THIS LEASE AGREEMENT (THE "Lease"), is made and entered into this day of _____, 2021 by and between The Guthrie Public Works Authority of Guthrie, Oklahoma, a public trust, hereinafter the "LESSOR", and _____, hereinafter the "LESSEE".

WITNESSETH:

1. **PREMISES:** That the LESSOR in consideration of the payment listed below, and in consideration of the other terms, provisions and covenants hereof, LESSOR hereby demises and leases to LESSEE, and LESSEE hereby rents and leases from LESSOR, the real property situated in Logan County, State of Oklahoma, more particularly described in "Exhibit A" attached hereto as a part hereof, together with all rights, privileges, easements, appurtenances and amenities belonging to or in any way pertaining to the premises (the said real property being hereinafter referred to as the "Premises"). Included additional property around new WWTP site on Exhibit A.

TO HAVE AND TO HOLD the same for a term of five (5) years with additional 5 year renewal option commencing on the _____ (the "Commencement Date") and ending on the _____ subject to termination as provided herein (the "Lease Term").

2. **RENTAL:** As rental for the use of said facilities the LESSEE agrees to pay the Guthrie Public Works Authority/City of Guthrie, \$_____ per year and to mow the facility at least 2 (two) times during the growing season.

3. **PURPOSE AND USE:** The Premises shall be used solely for the intended purpose (mowing). LESSEE may keep all cuttings from mowing. LESSEE must follow all ODEQ rules and regulations as well as work closely with Waste Water Treatment Plant operators since this is a City of Guthrie land application site. **NOTE:** Discing of soil is required after each application. Application time is unknown, due to weather. Must frequent during dryer/warmer conditions.

4. **TERMINATION:** LESSOR reserves the right to terminate this lease and all rights of LESSEE hereunder, without any notice or demand whatsoever:

IN WITNESS WHEREOF, this agreement was executed by the parties hereto on the date and year first above written.

"LESSOR"
The Guthrie Public Works Authority

ATTEST: (Seal)

Steven J Gentling, Chairman

Kim Biggs, Clerk

"LESSEE"

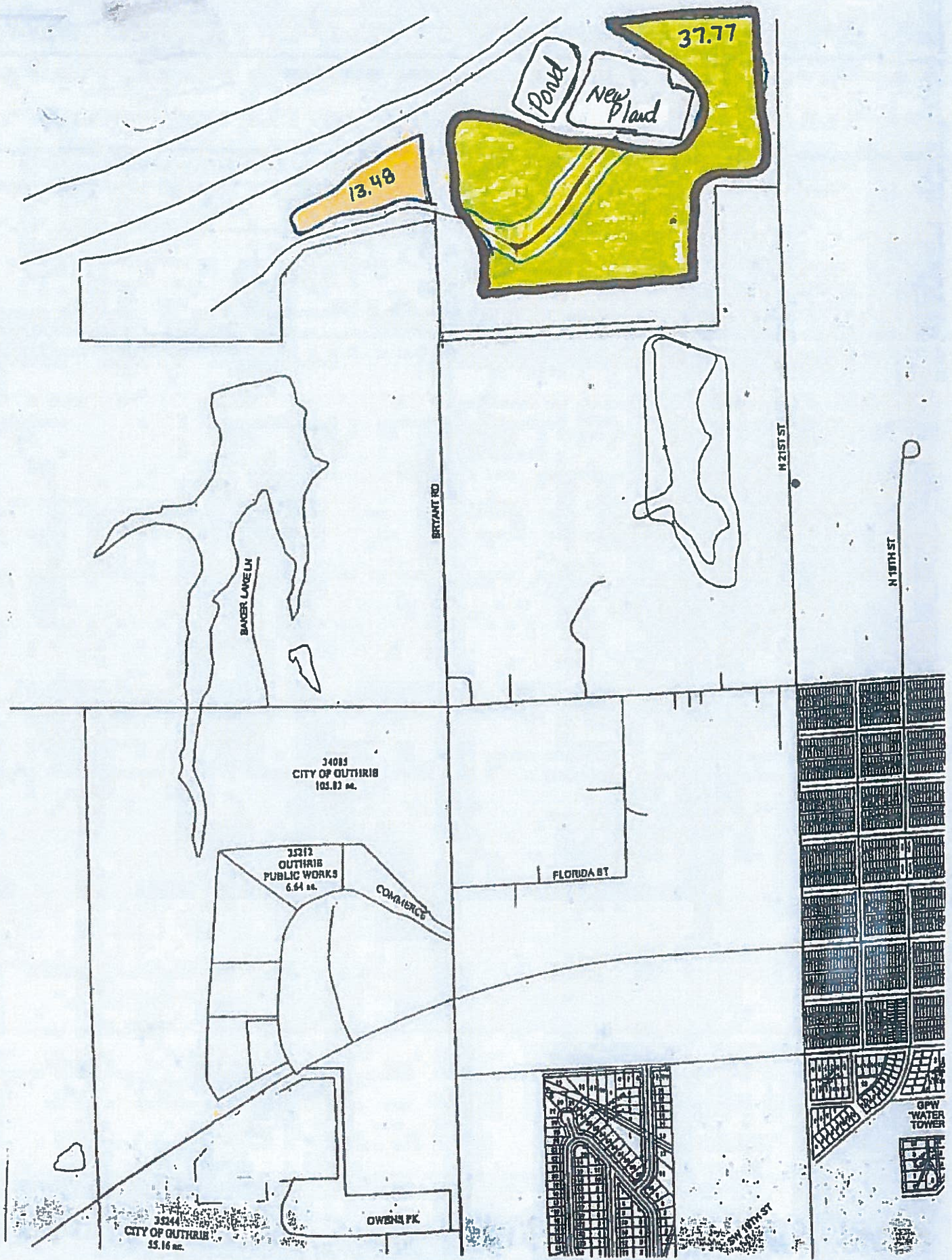
APPROVED AS TO FORM
AND LEGALITY:

William Wheeler, City Attorney

EXHIBIT "A"

The following described real property situated in the City of Guthrie, Logan County, Oklahoma, to-wit:

Guthrie Convenience Center, 13.48 acres mol. plus an additional 37.77 acres surrounding the new Waste Water Treatment Plant as shown in exhibit A



37.77

Pond
New Pond

13.48

BANKER LAKE LN

BRYANT RD

N 12TH ST

N 18TH ST

34083
CITY OF OUTHRIS
102.82 ac.

35212
OUTHRIS
PUBLIC WORKS
6.64 ac.

FLORIDA ST

COMMERCE

35244
CITY OF OUTHRIS
55.16 ac.

OWENS PK

35191

GPW
WATER
TOWER