

## INSTRUCTIONS

**INSTRUCTIONS TO BIDDERS**

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## ARTICLE 1 - DEFINED TERMS

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1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

## ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

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2.01 Complete sets of the Bidding Documents in the number and for the sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office upon signing the Bidding Document Receipt List for the project.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

## ARTICLE 3 - QUALIFICATIONS OF BIDDERS

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3.01 The City may make such investigation as deemed necessary to determine the ability of the Bidder to complete the project and provide any warranty repairs that might be needed. The Bidder shall furnish all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by or the investigation of, such a bidder fails to satisfy the City that the Bidder's properly qualified and able to carry out the obligations of the contract and to complete the project contemplated therein.

## ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

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### 4.01 *Subsurface and Physical Conditions*

A. The General Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.

2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.02.C. will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

### 4.02 *Underground Facilities*

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 *Hazardous Environmental Condition*

A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.06 will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 4.06 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.06 Reference is made to Article 7 of the General Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions at the Site which have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions;

E. obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and

procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

## **ARTICLE 5 - PRE-BID CONFERENCE**

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5.01 A pre-Bid conference will be held at the time and place stated in the Notice to Bidders. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are **ENCOURAGED** to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

## **ARTICLE 6 - SITE AND OTHER AREAS**

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6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

## **ARTICLE 7 - INTERPRETATIONS AND ADDENDA**

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7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.
- 7.03 Addenda will be issued no later than 3 working days prior to the date set for the bid opening.
- 7.04 Addenda will be mailed by first class mail, faxed, and/or delivered only to those bidders who have signed the Bidding Documents Receipt List for the project which is maintained at the Water Utilities Department at 723 S. Lewis Street, Stillwater, OK 74074.

## **ARTICLE 8 - BID SECURITY**

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8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **5 percent** of Bidder's maximum Bid price (or highest combination of the base bid plus alternate bids) and in the form of a certified check or bank money order or a Bid bond issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

## **ARTICLE 9 - CONTRACT TIMES**

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9.01 The number of days within which the Work is to be substantially completed and ready for final payment are set forth in the Bid Form.

## **ARTICLE 10 - LIQUIDATED DAMAGES**

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10.01 Provisions for liquidated damages, if any, are set forth in the Bid Form.

## **ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS**

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11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or "or-equal" materials and equipment approved by Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. No item of material or equipment will be considered by Engineer as a substitute or "or-equal" unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

## ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

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12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, in which case apparent Successful Bidder shall submit an acceptable substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

## ARTICLE 13 - PREPARATION OF BID

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13.01 The Bid Form is included with the Bidding Documents.

13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.

13.08 All names shall be typed or printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 The address and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

**ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS**

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14.01 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid Form.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

**ARTICLE 15 - SUBMITTAL OF BID**

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- 15.01 ONE original and TWO copies of all Bidding Documents shall be submitted.
- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project Title, the Project Number, the Date of the Bid Opening, the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to:

City of Stillwater Office of the City Clerk 723 S. Lewis Street Stillwater, OK 74074	or	City of Stillwater Office of the City Clerk PO Box 1449 Stillwater, OK 74076
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**ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID**

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- 16.01 No sealed bid shall be altered, changed executed or otherwise revised in any manner by any bidder after it has been tendered to the City Clerk; nor may bids once submitted to the City Clerk, be withdrawn.
- 16.02 If within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that City may allow the Bidder to withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

## **ARTICLE 17 - OPENING OF BIDS**

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17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. A tabulation of the bid information will be made available to Bidders within a reasonable time after the opening of Bids.

## **ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

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18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## **ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

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19.01 Owner reserves the right to reject any or all Bids, or portions thereof, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions. Bids will also be evaluated based upon the criteria set forth in the City of Stillwater Purchasing Manual.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

19.07 The award shall be made within 30 days after the opening of bids unless the Owner, by formal recorded action and for good cause shown, provides for a reasonable extension of that period not to exceed 15 days where state and local funds are involved or not to exceed 90 days where federal funds are involved.

## **ARTICLE 20 - CONTRACT SECURITY AND INSURANCE**

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20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance, maintenance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds and certificates.

## **ARTICLE 21 - SIGNING OF AGREEMENT**

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21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within **15 days** thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

## **ARTICLE 22 - SALES AND USE TAXES**

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22.01 Title 68 Oklahoma Statutes (1991) Section 1365 exempts sales to municipalities and their contractors from sales tax. All bids shall be assumed to have been made based on such exemption. Refer to Paragraph SC-6.10 of the Supplementary Conditions for additional information.

## **ARTICLE 23 - RETAINAGE**

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23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in City of Stillwater's Purchasing Manual Section 5.

## LIST OF DOCUMENTS REQUIRED FOR THIS BID

Project Numbers: 11WT02 (SUA Bid No. -11/12)  
DWSRF P-40-1021220-02  
Description: Water Treatment Plant-Chemical Building Expansion

The Bidder is responsible for reviewing this list of required documents and any requirements contained within the Project Manual and assuring that each and every required document is properly completed, signed, and submitted with the Bid. Forms and Affidavits should be completed and submitted in accordance with provisions of the "Signature Requirements for Bidding Documents."

### DOCUMENTS REQUIRED FOR THIS BID

Submit one original and two copies of ONLY the following documents:

- Bid Form
- Bid Bond (Bid Security)
- Business Relationship Affidavit
- Non-Collusion Affidavit
- Certificate of Non Discrimination
- Labor Standards Certification for Bidding (DW-074A)
- Contractor's Statement Concerning Equal Opportunity Clauses (DW-211)
- Certification of Non-Segregated Facilities (DW-212)
- Certification Regarding Lobbying (Anti-Kickback Affidavit)(DW-414)
- DBE Compliance Agreement for Prime Contractor (DW-702a)
- Buy American Certification (DW-401)

For the purpose of determining that a Bid is properly submitted, Bidder should submit the properly completed and executed documents listed on this page. Failure to submit a required document may be cause for rejection of the Bid.

Forms Not in Packet. If an item is listed on this page and the form is not included in this packet, it is the Bidder's responsibility to obtain the form from the City of Stillwater or such other office noted in the Notice to Bidders.

Forms to be Used. Bidder shall use the forms in this Bid Package or shall photocopy the forms and complete them. No alterations can be made to the forms except to add additional signature lines as required. Bids submitted with Any other alteration or amendment of these forms may be considered non-responsive.

## SIGNATURE REQUIREMENTS FOR BIDDING DOCUMENTS

All Bid Documents and Contract Documents must be signed in ink by a person having the legal authority to bind the Bidder/Contractor and be completed in accordance with the rules listed below.

### PART I. A. INSTRUCTIONS FOR SUBMISSION OF THE BID DOCUMENTS

- (1) All documents shown on the "List of Documents Required for this Bid" or in the Standard Specifications, Special Provisions or Special Provisions - Technical must be completed and submitted as provided herein.
- (2) The name of the individual, limited liability company, partnership, corporation or joint venture submitting the Bid must be typed or legibly printed in the space provided. The Bidding Documents must be signed in ink in accordance with the requirements of Part I.B. herein. The name and title of each person who signed the Bidding Documents must be typed or legibly printed on the line below the signature line.
- (3) All blank spaces in the Bidding Documents, which require the provision of any information or any statement from the Bidder must be filled in.
- (4) **All Affidavits must be signed and notarized.** The notary must legibly: enter the date; enter the name of the person(s) sworn; sign as Notary Public; provide the date of commission expiration; and may impress his/her notary seal or stamp.
- (5) The Bid Bond must be submitted in the sealed envelope with the Bid.
- (6) The Bid Form, Affidavits and Bid Security, and any other required documents, must be enclosed in a sealed envelope. Place the name of the Bidder and the words "**SEALED BID FOR {Insert Project Title}; BID NUMBER: {Insert SUA Bid No} ; BID DATE: {Insert Bid Date}**" on the envelope.

### PART I. B. AUTHORIZED SIGNATURE AND MINIMUM REQUIREMENTS FOR BIDDING DOCUMENTS

- (1) Bids submitted by a Corporation: Bidding Documents must have the original ink signature of the President or Vice President of the corporation, or comply with Part I.B.(6).
- (2) Bids submitted by a Sole Proprietorship or Individual: Bidding Documents must have the original ink signature of the owner or individual, or comply with Part I.B.(6).
- (3) Bids submitted by a Partnership: Bidding Documents must have the original ink signature of a General Partner, or comply with Part I.B.(6).
- (4) Bids submitted as a Joint Venture: If two or more parties submit a joint Bid, the Bid Documents must have the original ink signatures of the appropriate representatives of each/all parties. Such Bidders should alter all Documents, but only to provide signature lines (name of Bidder, signature line, and name and title line) to meet this requirement, or comply with Part I.B.(6). Where notarization is required on the forms, each signature must be properly notarized.

- (5) Bids Submitted by a Limited Liability Company: Bidding Documents must have the original ink signature of an authorized agent having authority to bind the limited liability company, or comply with Part I.B.(6). Such Bids must be accompanied by the documentation required in Part II.B. (5) below.
- (6) Signature Requirements for Bidder's Authorized Agent: Some businesses may delegate the authority to sign the Bidding Documents to an authorized agent. In such cases, all documents requiring signature must have the original ink signature of the "authorized" agent. Attached to the Bidding Documents must be the documentation required in Part II.B. (6) below.
- (7) Additional Documentation: Additional documentation of signature and authority may be required on any authority issue or Contract issue.

#### PART II. A. INSTRUCTIONS FOR SUBMISSION OF THE CONTRACT DOCUMENTS

- (1) All documents listed on the "List of Contract Documents" must be submitted within fifteen (15) calendar days following the City's notification of its intent to award Contract, unless that time is extended by the City's Project Manager/Engineer (if the Bidder shows delays in returning the contract are beyond the Bidder's control).
- (2) The Contract and other forms must be signed and, if so provided on the form, notarized. Where notarization is required, the notary must legibly: enter the date; enter the name of the person(s) sworn; sign as Notary Public; provide the date of commission expiration; and may impress his/her notary seal or stamp.
- (3) Type or legibly print the name of the individual, Limited Liability Company, partnership, corporation or joint venture awarded the Contract on the line provided for this information. The name and title of each person who signed the Contract Documents must be typed or legibly printed on the line below the signature line.

#### PART II. B. MINIMUM SIGNATURE REQUIREMENTS FOR SUBMISSION OF THE CONTRACT AND BONDS

- (1) Contracts submitted by a Corporation: Contract Documents must have the original ink signature of the President or Vice President of the corporation. That signature must be witnessed by the Corporate Secretary or Assistant Corporate Secretary, and the firm's corporate seal, if any, must be affixed in accordance with 18 O.S. (1991) §1016. Should the corporation not have a seal or should the seal not be available, then the person signing must demonstrate authority to bind the corporation, as set forth in paragraph II.B.(6) below. The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.
- (2) Contracts submitted by a Sole Proprietorship or Individual: Contract Documents must have the original ink signature of the owner or individual, respectively, on the signature line, or comply with Part II.B.(6). The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.
- (3) Contracts submitted by a Partnership: Contract Documents must have the original ink signature of a General Partner on the signature line, or comply with Part II.B.(6). The

name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.

- (4) Contracts submitted by a Joint Venture: If two or more parties submit a joint Bid, the Contract Documents must be signed in ink by the appropriate representatives of each/all parties. Any of the parties which are corporations must have the appropriate signature(s) and attestation(s) as provided above, or comply with Part II.B.(6). The Contract Documents should be altered, but only to add the signature lines (name of Contractor, signature line, name and title line, and attestation line) to meet this requirement. The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.
- (5) Contracts Submitted by a Limited Liability Company: Contract Documents must have the original ink signature of an authorized agent having authority to sign contracts and bonds and to bind the limited liability company. Attached to the Contract Documents, signed by the authorized agent, must be a properly executed copy of the articles of organization; the operating agreement; and any bylaws, resolution or other document of the authorizing entity, specifically providing the authorized agent with the authority to execute the Contract Documents on behalf of and binding the authorizing entity. All documents designating and authorizing the agent to bind the limited liability company must be notarized by a Notary Public who will complete the required information and may affix his/her seal or stamp. The name and title of each person who signed the Contract Documents must be typed or legibly printed on the line below the signature line. Additional pages may be added, but each signature must be properly notarized.
- (6) Signature Requirements for Bidder's Authorized Agent: Some businesses may delegate the authority to sign the Contract Documents to an authorized agent. In such cases, all Contract Documents requiring signature must have the original ink signature of the "authorized" agent. Attached to the Contract Documents, signed by the authorized agent, must be a properly executed power of attorney or other document of the authorizing entity, specifically providing the "authorized" agent with the authority to execute the Contract Documents on behalf of and binding the authorizing entity. Each signature on the authorizing documents must be notarized by a Notary Public who will complete the required information and may affix his/her seal or stamp. The name and title of each person who signed the Contract, bond, or any authorizing document must be typed or printed on the line below the signature line. Additional pages may be added, but all signatures must be properly notarized.
- (7) Additional Documentation: Additional documentation may be required.

*This space intentionally left blank.*

BID PACKAGE

## BID FORM

Date: \_\_\_\_\_

Bidder: \_\_\_\_\_

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

**Bid Summary:**

**Lump Sum Bid Price**

\$ \_\_\_\_\_

*in figures*

### ARTICLE 1-BID RECIPIENT

1.01 This bid is submitted to:

Office of the City Clerk or  
City of Stillwater  
PO Box 1449  
Stillwater, OK 74076

Office of the City Clerk  
City of Stillwater  
723 S. Lewis Street  
Stillwater, OK 74074

1.02 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with CITY in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2-BIDDER ACKNOWLEDGEMENTS

2.01 BIDDER accepts all of the terms and conditions of the Notice to Bidders or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for **90** days after the Bid opening, or for such longer period of time that BIDDER may agree to in writing upon request of OWNER.

**ARTICLE 3 BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, BIDDER represents, as set forth in the Agreement, that:

- A. BIDDER has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum Number	Addendum Date
_____	_____
_____	_____
_____	_____

- B. BIDDER has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. BIDDER has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions. (None Identified)
- E. BIDDER has obtained and carefully studied all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by BIDDER, and safety precautions and programs incident thereto.
- F. BIDDER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. BIDDER is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

- H. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and the written resolution thereof by OWNER is acceptable to BIDDER.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 FURTHER REPRESENTATIONS**

##### **4.01 BIDDER further represents that:**

- A) This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B) BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- C) BIDDER has not solicited or induced any individual or entity to refrain from bidding.
- D) BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

End Article 4

**ARTICLE 5 BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**Base Bid Items**

Item	Base Bid Quantity	Unit	Item	Unit Price	Extension
1	1	LS	Chemical Building Expansion	\$ _____ <i>in numbers</i>	\$ _____ <i>in numbers</i>

*Unit price in words*

**Total Lump Sum Bid:**

\$ \_\_\_\_\_  
*in numbers*

\$ \_\_\_\_\_  
*in words*

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words for unit prices will govern. The above unit prices shall include all labor, materials, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Unit Prices have been computed in accordance with paragraph 11.03. of the General Conditions.

Lump Sum Bids: All specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

BIDDER acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

**ARTICLE 6 TIME OF COMPLETION**

- 6.01 BIDDER agrees that the Work will be substantially complete in accordance with the Special provisions and paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with the Special Provisions and paragraph 14.07.B of the General Conditions.
- 6.02 BIDDER agrees to pay Liquidated Damages as provided for in the Special Provisions.

**ARTICLE 7 ATTACHMENTS TO THIS BID**

- 7.01 The following documents are attached to and made a condition of this Bid:
  - A. Required Bid security in the form of cashier's check or bond for 5% of bid amount
  - B. Business Relationships Affidavit
  - C. Non-Collusion Affidavit
  - D. Non-Discrimination Certificate
  - E. Labor Standards Certification for Bidding (DW-074)
  - F. Contractor's Statement Concerning Equal Opportunity Clauses (DW-211)
  - G. Certification of Non-Segregated Facilities (DW-212)
  - H. Certification Regarding Lobbying (DW-414)
  - I. DBE Compliance Agreement for Prime Contractor (DW-702a)
  - J. Buy American Certification (DW-401)

**ARTICLE 8 DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 BID SUBMITTAL**

9.01 This Bid is submitted by:

An Individual

Name (typed or printed): \_\_\_\_\_

By \_\_\_\_\_ (SEAL)  
(Individual's Signature)

doing business as \_\_\_\_\_

Business address \_\_\_\_\_

Telephone number \_\_\_\_\_ FAX number \_\_\_\_\_

SS# or FED I.D.#

A Partnership

Partnership Name (typed or printed): \_\_\_\_\_ (SEAL)

By \_\_\_\_\_  
(Signature of General Partner- attach evidence of authority to sign)

Business address \_\_\_\_\_  
\_\_\_\_\_

Telephone number \_\_\_\_\_ FAX number \_\_\_\_\_

SS# or FED I.D.# \_\_\_\_\_

A Corporation

By \_\_\_\_\_ (SEAL)  
(Corporate Name)

\_\_\_\_\_ (State of incorporation)

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By \_\_\_\_\_ (SEAL)  
(Signature - attach evidence of authority to sign)

\_\_\_\_\_ (Corporate seal)  
(Title of person authorized to sign)

Attest \_\_\_\_\_  
(Secretary)

Business address \_\_\_\_\_  
\_\_\_\_\_

Telephone number \_\_\_\_\_ FAX \_\_\_\_\_

FED I.D.# \_\_\_\_\_



# BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER: City of Stillwater  
P.O. Box 1449  
Stillwater, OK 74076

BID  
Bid Due Date: \_\_\_\_\_

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

BOND  
Bond Number: \_\_\_\_\_  
Date (Not later than Bid due date): \_\_\_\_\_  
Penal sum \_\_\_\_\_ (Words) \_\_\_\_\_ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

<p>BIDDER</p> <p>_____ Bidder's Name and Corporate Seal</p> <p>By: _____ Signature and Title</p> <p>Attest: _____ Signature and Title</p>	<p>SURETY</p> <p>_____ Surety's Name and Corporate Seal</p> <p>By: _____ Signature and Title (Attach Power of Attorney)</p> <p>Attest: _____ Signature and Title</p>
---	--

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2. All Bids are rejected by Owner, or

3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

*This space intentionally left blank.*

*This space intentionally left blank.*

**CITY OF STILLWATER, OKLAHOMA  
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 year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

\_\_\_\_\_  
(if none, so state)

Affiant further states that any such business relationship presently in effect or which existed within one 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:

\_\_\_\_\_  
(if none, so state)

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

\_\_\_\_\_  
(if none, so state)

\_\_\_\_\_  
Authorized Agent

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

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

NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_ )  
 ) §.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, 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 or City of Stillwater any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

(company name)

\_\_\_\_\_  
\_\_\_\_\_, PRESIDENT

This instrument was subscribed, acknowledged, and sworn to before me this \_\_\_\_day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the person signing above, as the above-named contractor's duly authorized agent.

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

My Commission Expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_



### LABOR STANDARDS CERTIFICATE FOR BIDDING

I certify that all the Davis Bacon Act and Labor Standards Contract Provisions of the specifications will be complied with during construction of the drinking water treatment works known as Drinking Water State Revolving Fund Project Number P-40-\_\_\_\_\_.

Project Description:

---

---

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**PROSPECTIVE PRIME CONTRACTOR'S  
(BIDDER) STATEMENT ABOUT  
EQUAL OPPORTUNITY CLAUSE**

- I have participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375 or preceding Executive Orders 10925 and 11114. I have filed all reports due under the requirements contained in 40 CFR, Part C, 8.11.
- I have not participated in previous contract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375 or preceding Executive Orders 10925 and 11114.

I will obtain a similar statement from any proposed subcontractor(s), when appropriate.

---

(Signature and Title of Prospective Prime or Subcontractor's Representative)

---

(Printed or typed Name and Title of Prospective Prime or Subcontractor's Representative)

---

---

(Name and address of Prospective Prime or Subcontractor)

**PROSPECTIVE PRIME CONTRACTOR'S  
(BIDDER) CERTIFICATION OF  
NONSEGREGATED FACILITIES**

I hereby certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any federally assisted subcontract exceeding \$10,000 which is not exempted from the equal opportunity clause.

---

(Signature and Title of Prospective Prime Contractor's Representative)

---

(Printed or typed Name and Title of Prospective Prime Contractor's Representative)

---

---

(Name and address of Prospective Prime Contractor)

**CERTIFICATION REGARDING LOBBYING  
FOR CONTRACTS OR SUBAGREEMENTS UNDER  
FEDERAL CONTRACTS, GRANTS OR LOANS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with the instructions on that form.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreement and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DATE: \_\_\_\_\_ BY: \_\_\_\_\_

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Grantee

P-40 \_\_\_\_\_

**BUY AMERICAN CERTIFICATION**  
**(Submit with the Bid)**

None of the funds appropriated or otherwise made available by the ARRA Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

This Buy American Certification is submitted by Bidder as a part of this bid and proposal. Within ten (10) days of bid opening, Contractor shall provide Buy American certifications from the manufacturer's of said material, equipment and accessories to be utilized in this project. Components of unknown origin are considered to have been produced or manufactured outside the United States.

To meet this requirement, the undersigned hereby certifies that all of the material, equipment and accessories which are to be incorporated into the Stillwater WTP Chemical Feed Building Expansion Project DWSRF Project #: P-40-1021220-02, to be partially funded by monies from the American Recovery and Reinvestment Act, has been manufactured from domestic construction material as defined by 40 CFR 35.936-13(D), and furthermore certifies as follows:

1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of the Owner's bid solicitation and the provisions of ARRA Section 1605, the Bidder certifies that this bid reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.
2. Verification of U.S. Production: The bidder certifies that all components contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Owner of the U.S. production of each component so identified.
3. Documentation Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any component or components that are not American-made and are so identified in this bid, the Bidder has included in or attached to this bid one or both of the following, as applicable:
  - a. Identification of and citation to a categorical waiver published by the U.S. Environmental Protection Agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;
  - b. Verifiable documentation sufficient to the Owner, as required in the bid solicitation or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on the schedule and

consistent with the deadlines prescribed in the bid solicitation, with assurance adequate for the Bidder under the applicable conditions stated in the bid solicitation or otherwise.

4. Information and Detailed Justification Regarding Non-American-made iron, Steel, or Manufactured Goods: The Bidder certifies that for any such component or components that are not so available, the Bidder has also provided in or attached to this bid information, including but not limited to the verifiable documentation and a full description of the bidder's efforts to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver under Section 1605 with respect to such component or components. The Bidder further agrees that, if this bid is accepted, it will assist the Owner in amending, supplementing, or further supporting such information as required by the Owner to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

\_\_\_\_\_  
Name of Construction Company

Signed \_\_\_\_\_  
Signature of Authorized Official

By \_\_\_\_\_  
Type Name of Authorized Official

Title \_\_\_\_\_  
Title of Authorized Official