

City of Lawton INVITATION TO BID AND CONTRACT

MAIL OR DELIVER SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: Colbie.Garrett@lawtonok.gov QUESTIONS REGARDING BID: www.bidnetdirect.com/oklahoma/cityoflawton	
Date Bid Typed: February 14, 2024	Dates Bid Advertised: February 15, 2024	No Bids Received After: March 6, 2024 2 : 00pm	
Contract Number and Title: CL24-014 Mowing & Litter Control		Requirements-type Contract:	Contract Period: June 1, 2024 - May 31, 2025
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9 th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: <i>F and W Tree Company</i>		Reason for No Bid:	
Mailing Address: <i>507 W Harper</i>		Terms: <i>12 months</i>	
City: <i>Fletcher</i> State: <i>OK</i> Zip: <i>73541</i>	Delivery:		
Area Code and Phone Number: <i>580-678-1001</i>		Email Address: <i>Dwhite lawn @ gmail.com</i>	
Federal Employer Identification Number or Social Security Number <i>87-1255801</i>			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF *Oklahoma* COUNTY OF *Comanche*

FdV Tree Company of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Dillon White

SIGNATURE OF AUTHORIZED AGENT

Firm: *FdV Tree Company*
 Address: *507 W Harper*
Fletcher, OK 73541
(City, State, Zip)
 Phone: *580-678-1001*

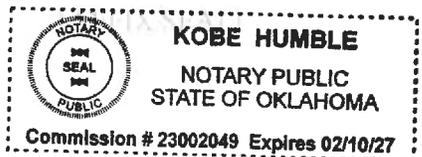
PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this *6* day of *March*, 20*24*

Kobe Humble

Notary Public

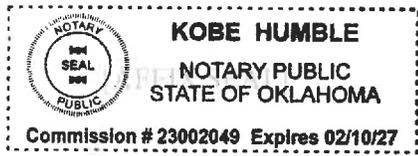
My Commission expires: *2/10/27*



AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA
COUNTY OF COMANCHE SS

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.



F and W Tree Company / Dillon White
Business Name / Contractor Name

Dillon White

Signed

Print : Dillon White

Attested to before me this 4 day of MARCH 2014

Kobe Humble
Notary Public

My Commission Expires February 10, 2017.

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

Contract Number

Dillon White
Name of Contractor (Print)

Date

Dillon White
Signature, Member of Firm or Officer of Corporation

Title

Co-Owner

Bid Number: CL24-014

Bid Title: Mowing & Litter Contract

Vendor Name: F and W Tree Company

(please completed above information)

Price Sheet

(must be completed and returned with the bid)

Area Descriptions	<u>Bid Option 1</u>	<u>Bid Option 2</u>
	<i>See description for details</i> <u>Monthly Cost to Provide</u> <u>ONLY Mowing, Trimming</u> <u>and Litter Control Services</u> <u>for all twelve (12) Months</u> <u>Monthly Average</u>	<u>Monthly Cost to Provide</u> <u>ALL Requested Services</u> <u>Listed Under</u> <u>"Specifications" for all</u> <u>twelve (12) months</u>
Area 1: Major E-W Street Medians and Rights-of-Way	\$ 53,000	\$ 54,750
Area 2: Major N-S Street Medians and Rights-of-Way	\$ 41,833.33	\$ 49,000
Area 3: Neighborhood Medians	\$ 4,812.50	\$ 5,100
Area 4: City Owned Vacant Lots	\$ 3,500	\$ 4,000
Area 5: City Owned Facilities	\$ 19,958.33	\$ 21,000
Area 6: Drainage Areas	\$ 135,833.33	\$ 165,000

Any questions pertaining to the attached specifications, please contact Larry Parks at 580-581-3400 or larry.parks@lawtonok.gov

Notes:

1. This is a requirements contract.
2. There are insurance requirements for this contract.
3. Please submit two copies of any additional documents such as descriptive literature.

DISCLAIMER: The City of Lawton reserves the right to accept or reject any or all bids.

City of Lawton Mowing Bid

CL24-014 MOWING AND LITTER CONTROL

Bid option 1

Monthly cost to provide only mowing, trimming, and litter control services for 12 month period.

Our bid option 1 will include a monthly price for each for mowing, edging, trimming, and trash cleanup to City specifications during the growing season. **April-October**

During the cool season we will maintain trash as well as one mow per month if needed to keep the landscape tidy and maintain any weed or winter grass growth. **November-March**

Mowing Area Monthly Prices

<u>Growing Season: April-Oct</u>	<u>Cool Season: Nov-March</u>	<u>Yearly Total Per Area</u>
1. \$63,000	1. \$39,000	1. \$633,000
2. \$51,000	2. \$29,000	2. \$502,000
3. \$5,750	3. \$3,500	3. \$57,750
4. \$4,000	4. \$2,000	4. \$38,000
5. \$23,500	5. \$15,000	5. \$239,500
6. \$165,000	6. \$95,000	6. \$1,630,000

F&W Tree Company

Dillon White 580-678-1001

Tucker White 580-353-2993

City of Lawton Mowing Bid

CL24-014 MOWING AND LITTER CONTROL

Bid option 2

Monthly cost to provide all requested services listed under Specifications for all 12 months.

Our bid option 2 will include mowing, edging, trimming, and trash and debris cleanup to City specifications during the growing season. Weed control pre/post emergent in February and October. Trim all trees/ crepe myrtles in areas once per year or as needed in the cool season. Zone areas will be kept to City specifications throughout the year.

Area Monthly Prices

1. \$54,750
2. \$49,000
3. \$5,100
4. \$4,000
5. \$21,000
6. \$165,000

Area Yearly Total Prices

1. \$657,000
2. \$588,000
3. \$61,200
4. \$48,000
5. \$252,000
6. \$1,980,000

F&W Tree Company

Dillon White 580-678-1001

Tucker White 580-353-2993



CITY OF LAWTON

FINANCE DEPARTMENT

February 16, 2024

**REQUEST FOR BID
CL24-014
Mowing & Litter Control**

The City of Lawton is hereby amending the above-mentioned Request for Bid (CL) to include the **Addition of Drainage Areas** to the solicitation. The original bid documentation can be found on at the [City of Lawton website](#), the City Clerk's office at 212 SW 9th Street, Lawton, OK 73501 and on the [Bidnet Direct](#) website.

The following attachments are being revised in the Mowing & Litter Control bid documents to include the addition of Drainage Areas:

1. Area 6: Drainage
 - a. An additional five (5) pages of Drainage Area Descriptions.

2. Drainage Vegetation Management Document
 - a. An additional two (2) pages of Specifications to Explain the scope of work within Drainage Areas.

3. Price Sheet
 - a. This will replace the Original Price Sheet on page 25 in the Original Bid Documents
 - i. The only change between the two is the addition of **Area 6: Drainage Areas** under Area Description

In the event that it is necessary to further amend, revise or supplement any part of this RFB (CL), additional addenda will be posted to the City's website as well as Bidnet Direct. The City will make a reasonable effort to provide the addenda to all bidders to whom the City provided the initial Invitation to Bid. The City is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner except by written addenda issued by the City.

ALL BIDDERS SHALL ACKNOWLEDGE AND INCLUDE THIS ADDENDA #1 AS PART OF THEIR SUBMITTAL PACKAGE.

Colbie Garrett

Colbie Garrett
Buyer, Financial Services

SPECIFICATIONS FOR MOWING AND LITTER CONTROL ON CITY RIGHT-OF-WAYS AND CITY PROPERTIES

1. SCOPE OF WORK

- A. Contractor shall be familiar with lawn maintenance activities including but not limited to mowing, edging, weed-eating/trimming, and tree pruning and have in his possession necessary amount of mowing and trimming equipment to properly perform the services.
- B. Contractor shall examine the mow area(s) on a weekly basis looking for problems or potential problems, monitoring the area for litter removal and assessing the grass/weed height.
- C. Contractor shall be able to perform all assigned duties in a safe and professional manner.
 - i. If a contractor is required to stop or park upon a street, contractor shall use signs, cones, and/or barricades in accordance with the Oklahoma Department of Transportation to reduce the potential of an unsafe situation.
- D. Contractor shall provide at his/her own expense all labor, materials, tools, equipment, insurance, transportation, hauling, dumping, traffic control and all other items needed to provide the services outlined in this contract.
- E. Any property damaged or destroyed as a result of or lack of maintenance by the contractor shall be repaired or replaced at the contractor's expense.
- F. The contractor will edge along all curbs, sidewalks, parking lots, or any other concrete or solid surfaced areas within the area to be mowed. Edging is defined as a vertical cut between the grass and solid surface area.
- G. The contractor will weed-eat or trim along any wall, fence (excluding barred wire), utility pedestals or like objects within or abutting a mow area.
- H. **The contractor will ensure that all concrete medians and curb/gutter expansion joints in or abutting said median or area(s) to be mowed are clean and free of grass and/or weeds.**

2. REPORTING

- A. Contractor shall submit a report each month on the template provided. Reports shall be submitted by the 05th of each month for the previous month. Reports shall be submitted electronically to Larry.parks@lawtonok.gov and Antonio.hopson@lawtonok.gov.

3. STANDARDS

- A. All lawn maintenance activities shall be performed by trained personnel.
- B. All operators of power equipment shall conform to OSHA regulations and shall wear appropriate Personal Protective Equipment.
- C. All guards, chutes and protective components on equipment shall be in place and functional while in use. Failure to do so will result in suspension of the contractor and repeated failure shall cause for termination of the contract.
- D. All work shall be performed so as to maintain the original integrity of the lawn.

4. WORKMANSHIP

- A. During maintenance operations, all area within the worksite shall be kept neat and clean. All adjacent streets and curbs shall be left in a clean condition. Precautions shall be taken to avoid damage to existing structures, plant materials and appurtenances.
- B. All work shall be performed in a manner that ensures the safety of the operators and general public.
- C. Upon completion of maintenance operations, all debris and waste material shall be cleaned up and removed from the site.
- D. No grass clippings or debris shall be left in curbs or gutters or blown into the street where it may enter any storm water system. The City Code of the City of Lawton states that no grass or other material shall be left in the curbs or gutters/storm drains. Violations of this provision could result in fines, fees or revocation of the contract.
- E. Contractor shall make every effort to maintain the health and growth of all plant materials and grass.

5. SPECIFICATIONS

- A. Grass-Grass/weeds/vegetation will be mowed, weed-eated and/or stick edged **as often as necessary** to maintain the grass at or below four (4) inches in height but at no time shall the grass be cut to a height less than one and one half (1 ½) inches. Areas to be maintained are indicated on the attached list.
- B. Trimming-Trimming is defined as removal of vegetation from around sign posts, bridges, guard rails, gas meters, walls, fences, utility pedestals, etc. Trimming may be accomplished by chemical application with prior written approval from the City of Lawton.
- C. Edging-Edging is defined as a vertical cut between the grass and solid surface area such as a curb or sidewalk. Edging is to be done by gasoline edger or tractor operated curb dresser or like equipment that gives a straight lined, sharp cut. No weed eaters will be accepted for edging purposes. All grass will be removed from street, top of curb and sidewalks resulting is a clean, broom-swept appearance after competition.
- D. Weed Control-Pre/Post emergence weed control will be applied by the contractor two times per year-one in early spring (Feb) and once in the fall (Oct). All-kill type spray may be used on the cracks of the concrete medians and abutting curb and gutter as often as necessary to prevent vegetation growth. The contractor will be held liable for any and all damages to property owner's landscaping or to passing motorists due to the use of chemicals, which must be applied according to State laws and manufacturer's instructions.
- E. Litter Control-All mow areas to be maintained shall be kept free of accumulated leaves, trash and debris such as wood, paper products, glass, plastics and metal (aluminum) containers, etc. and monitored on an at least weekly basis. Litter will be picked up prior to mowing the area. Specific areas may need to be addressed

more frequently if a complaint is received. Objects too large to be picked up by hand will be reported to the City for removal by City work crews.

- F. Trees-All trees and crape myrtles and the like within the mow area* shall be kept pruned and undergrowth/seedlings limbed or removed to prevent any low hanging limbs. Low hanging limbs are defined as any limb, twig, or tree foliage situated eight (8) feet or less above any sidewalk or fourteen (14) feet or less above any street, alley, public way or utility easement. All major tree pruning will take place annually during the non-growing season, typically November-February. Any dead or diseased or low hanging limbs will be removed and hauled away at the contractor's expense. *Shall NOT include trees or crape myrtles included in the Landscape Contract.
- G. Medians-Shall include grass and/or concrete medians and the abutting curb and gutters associated with said median. Medians typically divide opposite lanes of traffic and are situated in the middle of the street.
- H. Right-of-Ways-Shall include the area outside of the traffic lanes and behind the back of curb. Right-of-ways included in this contract include the rights-of-way that abut property zoned A-1 (General Agriculture) and those properties that abut the rear of residential lots.
- I. Drainage-For specifications within drainage areas, please refer to the attached document titled "Drainage Vegetation Management".

6. HOLD HARMLESS

All officers, agents, employees, sub-contractors, their agents, officers and employees who are hired by the contractor to perform pursuant to this agreement, shall be deemed officers, agents, employees and sub-contractors of the contractor. Contractor agrees to defend, indemnify, save harmless and hold harmless the City of its officers, agents and employees from all lawsuits, damages, liability, claims or indirectly the performance pursuant to this agreement.

7. INSURANCE

The contractor shall secure, maintain in full force and effect, and bear the cost of the complete Workman's Compensation. Insurance shall be in accordance with the Labor Code for the duration of the contract and a Certificate of Insurance shall be furnished to the City of Lawton prior to the execution of the Contract. The City of Lawton or any of its officers or employees will not be responsible for any claims or suits in law or equity occasioned by the failure of the contractor to comply with the provisions of this paragraph. Contractor shall maintain in force public liability insurance, ample in amount to cover all awards of judgments for any death, injury, loss or property damage arising out of the performance of the work by the contractor. Public Liability Insurance shall be in the amount no less than One Million Dollars (\$1,000,000.00) for bodily injury and/or property damage liability per occurrence. The contractor shall pay any deductible and any amounts not covered by insurance. The contractor shall file with the City of Lawton, prior to execution of the contract, a certificate issued by the insurance carrier licensed to do business in the State of Oklahoma, certifying that the stipulated insurance policies are in effect and that thirty (30) days written notice will be given to the City of Lawton prior to cancellation thereof. The City of Lawton or any of

its officers or employees, shall not be liable or responsible for any accident, loss or damage as a result of the work in the contract or costs of expenses in law or equity arising out of damages to property or personal injury by reason of or in the course of performing under this contract.

8. CONTRACT COMPLIANCE

Contractor shall notify the City of Lawton, Parks & Recreation staff at 580-581-3400 or Antonio.hopson@lawtonok.gov as soon as possible if the contractor is unable to remove accumulated litter within the required timeframe, maintain grass/vegetation height in a particular area, or submit the required monthly report by the due date. The contractor's failure to perform and/or complete the tasks as set forth in this contract may result in the termination of said contract.

City of Lawton Mowing Bid

CL24-014 MOWING AND LITTER CONTROL

Bid option 1

Monthly cost to provide only mowing, trimming, and litter control services for 12 month period.

Our bid option 1 will include a monthly price for each for mowing, edging, trimming, and trash cleanup to City specifications during the growing season. **April-October**

During the cool season we will maintain trash as well as one mow per month if needed to keep the landscape tidy and maintain any weed or winter grass growth. **November-March**

Mowing Area Monthly Prices

Growing Season: April-Oct Cool Season: Nov-March Yearly Total Per Area

1. \$63,000	1. \$39,000	1. \$633,000
2. \$51,000	2. \$29,000	2. \$502,000
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F&W Tree Company

Dillon White 580-678-1001

Tucker White 580-353-2993

City of Lawton Mowing Bid

CL24-014 MOWING AND LITTER CONTROL

Bid option 2

Monthly cost to provide all requested services listed under Specifications for all 12 months.

Our bid option 2 will include mowing, edging, trimming, and trash and debris cleanup to City specifications during the growing season. Weed control pre/post emergent in February and October. Trim all trees/ crepe myrtles in areas once per year or as needed in the cool season. Zone areas will be kept to City specifications throughout the year.

Area Monthly Prices

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F&W Tree Company

Dillon White 580-678-1001

Tucker White 580-353-2993

City of Lawton INVITATION TO BID AND CONTRACT

MAIL OR DELIVER SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: Colbie.Garrett@lawtonok.gov QUESTIONS REGARDING BID: www.bidnetdirect.com/oklahoma/cityoflawton	
Date Bid Typed: February 14, 2024	Dates Bid Advertised: February 15, 2024	No Bids Received After: March 6, 2024 2 : 00pm	
Contract Number and Title: CL24-014 Mowing & Litter Control		Requirements-type Contract:	Contract Period: June 1, 2024 - May 31, 2025
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: <i>Jett Energy</i>		Reason for No Bid:	
Mailing Address: <i>Box 113</i>		Terms:	
City: <i>Duncan</i> State: <i>OKla</i> Zip: <i>73534</i>	Delivery:		
Area Code and Phone Number: <i>580-470-5985</i>	Email Address: <i>SP@jettenergy.net</i>		
Federal Employer Identification Number or Social Security Number <i>81-515 8061</i>			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF _____ COUNTY OF _____

_____ of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: *Jett Energy*
 Address: *PO Box 113*
Duncan OK 73534
(City, State, Zip)
 Phone: *580-470-5985*

[Signature]

 SIGNATURE OF AUTHORIZED AGENT
owner

 PRINT/TYPE NAME/TITLE
 Subscribed & sworn before me this *5* day of *March*, 20 *2024*
[Signature]

 My Commission expires: *8-2-26*
Notary Public

LISA M. BYFORD
 Notary Public, State of Oklahoma
 Commission # 06007503
 My Commission Expires _____

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OK SS
COUNTY OF Stephens

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

Joh Emery
Business Name / Contractor Name

(AFFIX SEAL)

[Signature]
Signed
Print: Steve Perkins

Attested to before me this 5 day of March 2024.

Lisa M Byford
Notary Public

My Commission Expires 8-2 2026

LISA M. BYFORD
Notary Public, State of Oklahoma
Commission # 06007503
My Commission Expires _____

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

CL24-014 Moving Litter Control Jett Energy LLC
Contract Number Name of Contractor (Print)

3-4-24
Date

[Signature]
Signature, Member of Firm or Officer of Corporation

Owner
Title

Bid Number: CL24-014

Bid Title: Mowing & Litter Contract

Vendor Name: Jett Energy LLC
(please complete above information)

Price Sheet

(must be completed and returned with the bid)

Area Descriptions	<u>Bid Option 1</u>	<u>Bid Option 2</u>
	<u>Monthly Cost to Provide ONLY Mowing, Trimming and Litter Control Services for all twelve (12) Months</u>	<u>Monthly Cost to Provide ALL Requested Services Listed Under "Specifications" for all twelve (12) months</u>
Area 1: Major E-W Street Medians and Rights-of-Way	52,000	60,000
Area 2: Major N-S Street Medians and Rights-of-Way	49,000	54,000
Area 3: Neighborhood Medians	5,800	6,700
Area 4: City Owned Vacant Lots	5,700	5,900
Area 5: City Owned Facilities	26,500	34,000
Area 6: Drainage Areas	16,900	205,000

Any questions pertaining to the attached specifications, please contact Larry Parks at 580-581-3400 or larry.parks@lawtonok.gov

Notes:

1. This is a requirements contract.
2. There are insurance requirements for this contract.
3. Please submit two copies of any additional documents such as descriptive literature.

DISCLAIMER: The City of Lawton reserves the right to accept or reject any or all bids.

GENERAL CONDITIONS FOR BIDDING REQUIREMENTS
CONTRACTS WITH THE CITY OF LAWTON, OKLAHOMA.

**BIDDER – TO INSURE ACCEPTANCE OF THE BID,
CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE
TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID
WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.**

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the City Clerk and may be examined during normal working hours.

1. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED. Do not use white out, correction tape or some other method of masking a correction.
2. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID" and explain the reason in the space provided above. Failure to respond 3 times in succession shall be cause for removal of the supplier's name from the bid mailing list, without further notice. NOTE: To qualify as having responded, bidder/vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
3. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/vendor is responsible for making this known in writing so as to reach the City Clerk no later than seven (7) calendar days prior to the bid opening date. The envelope shall be marked in such a way to alert the City Clerk of the urgency in order to immediately notify the Purchasing Division. The envelope will be marked indicating that the content is a challenge to a specified Invitation to Bid. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
4. **BID OPENING:** Bid opening occurs at the time specified on the bid form. It is the bidder/vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile or telephone are not acceptable. NOTE: Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations WILL NOT be provided by telephone. Bid tabulations will be provided by mail at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the Oklahoma Open Records Act.
5. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.

6. **AWARDS:**

- a. As the best interest of the City may require, the right is reserved to:
 - 1. Award by individual item, group of items, all or none, or a combination thereof.
 - 2. Award based upon a geographical district basis with one or more suppliers.
 - 3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
- b. Bidder/vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by City Council, and appropriate documents executed. The City of Lawton reserves the right to add or delete any item from this contract when deemed to be in the City's best interest.

7. **ACCEPTANCE OF CONTRACT:** This document constitutes only the bidder/vendor's bid until it is accepted by the City Council for the City of Lawton and is executed by the Mayor and City Clerk on behalf of the City of Lawton.

8. **WAIVER:** The City of Lawton reserves the right to waive any General Provisions, Special Provision, or minor specification deviation when considered to be in the best interest of the City.

9. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the bidder/vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of the deviation from the specification may cause the bid to be rejected at the discretion of the City.

10. **MISTAKES:** Bidder/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder/vendor's risk. In all cases, the **UNIT PRICE WILL GOVERN**.

11. **INFORMATION:** The bidder/vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the bidder/vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.

12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder/vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature, and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The bidder/vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the bid form.

13. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the City. Each individual sample must be labeled with bidder/vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. Samples will not be returned.
14. **TESTING:** When testing is required to determine if a sample or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor, both on samples and delivered products.
15. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories or by the City. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes. Items delivered not conforming to specifications will be rejected and returned to the bidder/vendor at the bidder/vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the City of Lawton Purchasing bidder/vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered for shipped as a result of this bid shall be new (current model at the time of the bid). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
17. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at the destination unless otherwise provided. "Destination: shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the bidder/vendor until accepted by the ordering agency. The bidder/vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims the ordering department will:
 - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
 - b. Report damage (whether visible or concealed) to the carrier and bidder/vendor, conforming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
 - c. Retain the item and it's shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the bidder/vendor, or for a reasonable time after notification to the bidder/vendor.
 - d. Provide the bidder/vendor with a copy of the carrier's Bill of Lading and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
19. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder/vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance

of this contract by the City, bidder/vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be good material and workmanship, and free from defects.

20. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting bidder/vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, bidder/vendor upon notice thereof from the City shall promptly correct or replace the same at bidder/vendor's expense. If bidder/vendor shall fail so to do, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the bidder/vendor, all such goods will be held at bidder/vendor's risk. The City may and at bidder/vendor's direction shall, return such goods to bidder/vendor at bidder/vendor's risk, and all transportation charges, both to and from original destination, shall be paid by bidder/vendor. Any payment for such goods shall be refunded by bidder/vendor unless bidder/vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The bidder/vendor shall hold and save the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be bid F.O.B Lawton at the indicated department's address and include packing, handling and shipping charges fully prepaid by the vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/vendor are to accept only those purchase orders issued by the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, prepared on Accounting Division Forms unless instructed otherwise in the invitation to bid or executed contract agreement.
25. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business MAY NOT be passed on to the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, nor may the vendor withdraw or cancel the proposal, or any resulting agreement, or any part of the proposal or agreement for these reasons. Vendors may only cancel the contract, pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the bidder/vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.
26. **SUMMARY OF TOTAL SALES:** The bidder/vendor agrees to furnish City of Lawton Purchasing Division a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions.
27. **PAYMENT:**

- a. **INVOICING:** The vendor shall be paid within a reasonable time after submission of proper certified invoices to the City at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the bidder/vendor wishes to ship or service from a point other than the home office he will furnish a list of these locations. **HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.**
 - b. **REQUIREMENTS ONLY PURCHASES:** The proposed Contract shall be for the quantities actually ordered during the life of the contract only. **UNLESS OTHERWISE SPECIFIED, ALL CONTACTS ARE REQUIREMTNS-TYPE CONTRACT,** meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown.
 - c. **Taxes:** Purchases by the City of Lawton are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.
 - d. **Discounts:** Bidder/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidder/Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
 - e. All provisions of the Uniform Commercial Code shall be adhered to.
28. **EXTENSION:** At the end of the contract period, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the City and the bidder/vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.
29. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Lawton Charter and City Code. All bidder/vendors must disclose with the bid the name of any officer, director or agent who is also an employee of the City of Lawton or any of its agencies or subdivisions. Further, all bidder/vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder/vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The bidder/vendor, without exception, shall indemnify and save harmless the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the City of Lawton. If the bidder/vendor uses any design, device or

materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.

31. **FACILITIES:** The City reserves the right to inspect the bidder/vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the bidder/vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the bidder/vendor, or if a receiver is appointed for the bidder/vendor, the City shall have the right to terminate this contract upon written notice to the bidder/vendor without prejudice to any claim for damages or any other right of the City under this contract at the time of such termination.
33. **ASSIGNMENT:** This contract shall not be assigned by the bidder/vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the specifications to this agreement, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City, showing the City as an additional insured thereunder without cost to the City of Lawton, prior to the awarding of the contract:
 - a. **General Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by state law. In addition, the bidder/vendor shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence. One hundred twenty-five thousand dollars (\$125,000) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000) for any number claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton its department boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the bidder/vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
 - b. **Automobile Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the bidder/vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the bidder/vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned. A current certificate showing that the bidder/vendor has a policy shall be maintained on the file with the City Clerk of the City.
 - c. **Worker's Compensation:** The bidder/vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of Oklahoma to protect himself and the City against liability under the workers' compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the bidder/vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City.

35. **BONDS:** Neither Bidder's Bonds or Performance Bonds are required unless specifically set forth in the specifications attached hereto. If Bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:
- a. Bidder's Bonds: If required as a part of the specifications on this contract, bids filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount state made payable to the City of Lawton. This amount will be retained by the City as damages in the event successful bidder/vendor fails to comply with the terms of this agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All Deposits and Bonds will be returned to the unsuccessful bidder/vendor's within a reasonable time after the contract has been awarded, and to the successful bidder/vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.
 - b. Performance Bonds: If a performance Bond is required under the specifications of this agreement, the successful bidder/vendor must, prior to the award of the contract, post the bond, certified check or cashiers ck in the amount stated made payable to the City of Lawton. The Bidder's bond posted will be returned to the successful bidder/vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the bidder/vendor. The performance bond will be released or returned to the bidder/vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.
36. **TIME OF ESSENCE:** Unless otherwise stated time shall be considered of the essence to this agreement.
- a. Bidder/vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lockouts, inability of obtaining material or shipping space, breakdowns, delays of carrier's or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivisions thereof, unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the bidder/vendor prior to submission of his bid and the City Council's acceptance thereof.
 - b. When time is not of the essence this contract shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the bidder/vendor has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.
37. **DISCRIMINATION:** Bidder/vendor agrees, in connection with the performance of work under this contract, as follows:
- a. Bidder/Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental impairment. The bidder/vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or physical or mental impairment. Such actions

shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The bidder/vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.

- b. The bidder/vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
 - c. In the event of the bidder/vendor's non-compliance with the above nondiscrimination clause, this contract may be terminated by the City. The bidder/vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the bidder/vendor.
38. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful bidder/vendor as a result of this bid. It shall be the bidder/vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid whom will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the bidder/vendor.
39. **ADVERTISING:** In submitting a proposal, bidder/vendor agrees not to use the results therefrom as a part of any commercial advertising.
40. **TERMINATION FOR CONVENIENCE OF THE CITY:**
- a. The performance of work and/or delivery of ordered materials, supplies, equipment, and/or services under this contract may be terminated by the City, in whole or in part, whenever it is determined to be in the best interest of the City.
 - b. Any such termination shall be effected by the delivery to the bidder/vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment, and/or services are terminated, and the date upon which such termination becomes effective.
 - c. After receipt of a notice of termination, the bidder/vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the notice of termination.
41. **VENUE:** This contract shall be governed by the laws of the State of Oklahoma.
42. **OKLAHOMA STATE CONTRACT:** Some items which the City solicits bids for are on the Oklahoma State Contract. The City is eligible to purchase from the State Contract and will check the prices on the State Contract and may elect to purchase under that contract without termination of this agreement.
43. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. This agreement may not be modified except in writing signed by both parties.

44. **ENERGY SAVINGS:** Oklahoma is an energy conservation State and we welcome any comments on your bid that would indicate energy savings. Energy savings will be considered on all bids where specifications call for Life Cycle Cost Analysis.

Bid Number: CL24-014

Bid Title: Mowing & Litter Contract

Vendor Name: Tahah Lawn care & Landscaping LLC
(please completed above information)

Price Sheet

(must be completed and returned with the bid)

Area Descriptions	<u>Bid Option 1</u> Monthly Cost to Provide ONLY Mowing, Trimming and Litter Control Services for all twelve (12) Months	<u>Bid Option 2</u> Monthly Cost to Provide ALL Requested Services Listed Under "Specifications" for all twelve (12) months
Area 1: Major E-W Street Medians and Rights-of-Way	No Bid	No Bid
Area 2: Major N-S Street Medians and Rights-of-Way	No Bid	No Bid
Area 3: Neighborhood Medians	\$6,500	\$6,200
Area 4: City Owned Vacant Lots	\$5,500	5,300
Area 5: City Owned Facilities	No Bid	No Bid

Any questions pertaining to the attached specifications, please contact Larry Parks at 580-581-3400 or larry.parks@lawtonok.gov

Notes:

1. This is a requirements contract.
2. There are insurance requirements for this contract.
3. Please submit two copies of any additional documents such as descriptive literature.

DISCLAIMER: The City of Lawton reserves the right to accept or reject any or all bids.

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Oklahoma
COUNTY OF Comanche SS

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.



Tahah Landcare & Landscaping LLC / Aaron Tahah
Business Name / Contractor Name

[Signature]
Signed
Print : AARON TAHAH

Attested to before me this 21 day of February 2024

[Signature]
Notary Public

My Commission Expires 09/10 2025

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



CITY OF LAWTON

212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

CL24-014
Contract Number

Aaron Tahah
Name of Contractor (Print)

3-4-24
Date

[Signature]
Signature, Member of Firm or Officer of Corporation

Owner
Title



AARON TAHAH

LAWNCARE AND LANDSCAPING
BUSINESS OWNER



PERSONAL PROFILE

I am a lawncare and landscaping specialist that specializes in any and all fields. I have knowledge and experience to get the job done.

WORK EXPERIENCE

Business Owner & Vendor

Tahah Lawncare & Landscaping LLC / January 2019 - present

- Schedule & secure clients both residentially & Commercially
- Performing lawnmower maintenance, providing strategies, running a crew, and teaching others great work ethic.

American Water Enterprises LLC / August 2023 - November 2023

- Mowing, weedeating and spraying water tower yards, lagoons, water treatment facilities, and offices
- Redesigning flowerbeds and flowerbed bed cleanouts

Okie Express Auto Wash / October 2023 - Present

- Mowing, weedeating, hedging, pruning and flowerbed cleanout

EDUCATIONAL HISTORY

**Indiahoma HighSchool
Graduate / 2008**

- Graduated with a 3.9 grade average

**Great Plains Technology Center (Votech)
2006-2008**

- Learned Carpentry
- Built three houses from the ground up

**Grand Canyon University
2018**

- BA in Biblical Studies w/ Emphasis in Global Ministry

CONTACT



(580)585-2295



Tahahlandl@gmail.com



626 Sw Landmark Circle
Geronimo, OK 73543

SKILLS SUMMARY

- Lawncare & Landscaping Specialist
- Basic Carpentry
- Tree Trimming & Removal
- Fence Building
- Training and Development
- Lawn equipment maintenance
- Ministry

AWARDS RECEIVED

- HighSchool Diploma (2008)
- Dean's List Twice (2018)
- LLC (2023)
- Ministry Ordinations (2022)



Aaron Tahah

- 📞 (580)585-2295
- ✉️ tahahlandl@gmail.com
- 📍 626 SW Landmark Circle
Geronimo, OK 73543

Aaron Tahah is the owner of Tahah Lawncare & Landscaping LLC that was established in 2023 in Lawton, OK. He has been in the lawncare business for over 3 seasons and is known for his hard work and customer satisfaction. He has done a variety of jobs ranging from lawncare, landscaping, tree trimming, flowerbed cleanouts, painting exterior houses, cleaning gutters, tilling gardens, demolition and so much more! He provides services all over Comanche County with a spirit of excellence. He is committed and rises above all obstacles to meet the clients satisfaction. He formed his business on great skill sets and character. He plans on building and expanding with a true story from rags to riches. Aaron hopes to developed a great business relationship with each client he meets in both the residential and commercial realm. He is an entrepreneur that started from the ground up with big dreams of building multiple businesses! He plans to create and develop healthy work ethics that can help others achieve greatness and impact their communities.

Sincerely,
Aaron Tahah



OFFICE OF THE SECRETARY OF STATE



**CERTIFICATE
OF
LIMITED LIABILITY COMPANY**

WHEREAS, the Articles of Organization of

TAHAH LAWNCARE & LANDSCAPING LLC

an Oklahoma limited liability company has been filed in the office of the Secretary of State as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this certificate evidencing such filing.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.



*Filed in the city of Oklahoma City this
6th day of April, 2023.*

Brian T. Benjamin

Secretary of State



OKLAHOMA SECRETARY OF STATE

Brian Bingman
Secretary of State

421 N.W. 13th, Suite 210
Oklahoma City, OK 73103

J. Kevin Stitt
Governor

April 10, 2023

RECEIPT

Page 1 of 1

Attn: AARON TAHAH
TAHAH LAWN CARE & LANDSCAPING
4211 SW PARK AVE
LAWTON OK 73505

Client ID: 329083772

Session ID: 040623XVTFRJ

Process Date: 04/10/2023

Receive Date: 04/06/2023

Document Number	Document Detail	Filing Number	Entity Name	Page Count	Fee
59342820002	Articles of Organization	3513334467	TAHAH LAWN CARE & LANDSCAPING LLC		\$100.00
59342820003	Credit Card Surcharge Document				\$4.00
Total Document Fees					\$104.00

Payment Type	Payment Reference	Amount
Credit Card	****XXXXXXXX6062	\$104.00
Total Payments Received		\$104.00

Note: Any overpayment will be refunded within 15 days of receipt of written request, or an automatic refund will be issued in 60 days
Evidence of Filed Document(s) or Orders(s) requested is enclosed.
Please include Client ID number on all correspondence.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kraft Lake PO Box 1426, LOC 3115 Grand Rapids, MI 49501	CONTACT NAME: Robert Brown, Agent														
	PHONE (A/C, NO, EXT): 5806993400	FAX (A/C, NO): 5806993401													
	E-MAIL ADDRESS: rbrown5@farmersagent.com														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Company	20443	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Continental Casualty Company	20443														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

INSURED Tahah Lawn Car and Landscaping, LLC 4211 Southwest Park Avenue Lawton, OK 73505	INSURER A: Continental Casualty Company	20443
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			C6984696390	06/27/2023	06/27/2024	EACH OCCURRENCE	\$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$ 100,000					
		MED EXP (Any one person)	\$ 5,000					
		PERSONAL & ADV INJURY	\$ 1,000,000					
		GENERAL AGGREGATE	\$ 2,000,000					
		PRODUCTS - COMP/OP AGG	\$ 2,000,000					
			\$					
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY							COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$							EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A						PER STATUTE	OTHER \$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Mowing, weedeating, cleaning out flower beds, blowing off sidewalks and driveways. Trimming tree limbs from the ground.
Fort Sill Contract # DABK35-03-C-0005

CERTIFICATE HOLDER American Water Enterprises, LLC American Water Operations and Maintenance American Water Military Services, LLC 1 Water Street Camden, NJ 08102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>R. Brown, Agent</i>
---	---

 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 07-25-2023

Employer Identification Number:
93-2542813

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

TAHAH LAWN CARE & LANDSCAPING LLC
AARON COLE TAHAH SOLE MBR
4211 SW PARK AVE
LAWTON, OK 73505

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-2542813. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 720

07/31/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is TAHA. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.



Tahah Lawncare & Landscaping LLC

PROFESSIONAL SERVICES

We Are Licenced & Insured

We offer a variety of services with decent prices and we strive to finish with excellence

LAWNCARE & LANDSCAPING

WE OFFER

Vender For Fort Sill & More to Come

- MOWING, WEEDEATING, EDGING & BLOWING
- TREE TRIMMING & REMOVAL
- FENCING
- GUTTER CLEAN OUT
- WEED & FEED & PRE EMERGENCE
- SEEDING, HEDGING, & LEAF CLEAN UP
- GARDEN TILLING AND PREPARATION
- FLOWER- BED DESIGN & CLEAN OUT
- SOME ZERO TURN MAINTENANCE
- DECK BUILDING & REPAIR
- EXTERIOR PAINTING
- POWER WASHING, HAUL OFF & MORE

CONTACT

US NOW



(580)585-2295



Tahahlandl@gmail.com



Commercial & Residential

WANT A CLEAN LOOK CALL TODAY



- *Mowing, Edging, Weedeating & Blowing*
- *Tree Trimming & Removal*
- *Fencing*
- *Gutter Repair & Cleanout*
- *Leaf Cleanup*
- *Garden Tilling & Prep*
- *Weed & Feed & Pre Emergence*
- *Flower-Bed Design & Cleanout*
- *Seeding, Hedging, & Leaf Cleanup*
- *Deck Building & Repair*
- *Exterior Painting*
- *Power Washing & Much More*

Aaron Tahah **BUSINESS OWNER**

✉ tahahlandl@gmail.com

☎ (580)585-2295

🌐 <https://www.facebook.com/TahahLandL>

Service's

Commercial & Residential

Mowing + Edging + Weedeating
+ Tilling + Gutter Cleanout +
Tree Trimming + Landscaping +
& More!

Free Estimates



CONTACT US



(580) 585-2295



626 SW Landmark Circle
Geronimo, OK 73543



[https://facebook.com/
TahahLandL](https://facebook.com/TahahLandL)



tahahlandl@gmail.com



VERY COMMITTED IN WORKING WITH EXCELLENCE

We love helping shape land and turn lawns into treasures appealing to the eye! Whatever that looks like with flowerbed creations, hedged hedges, tree trimming clean up, and lawncare fullness! Here at Tahah Lawncare & Landscaping LLC we are committed to excellence!





WHY

CHOOSE US?

We are loyal, honest, reliable, and go above and beyond with a spirit of excellence. We are not like everyone else. What stands out about us is our hard work, our skill set, and our ability to work with great communication! We put in our time and we commit.

+Excellence+

Is the gradual result of always striving to do better!

- Pat Riley

CLIENT TESTIMONIALS

JAN RHODES ★★★★★

To whom it may concern, I'm writing in reference to Aaron Tahah of Tahah Lawn Care and Landscaping. Aaron has been caring for my lawn for several years. He does an excellent job and is very professional. He addresses any concerns I have about my yard and shrubbery. I have and will continue to recommend his services to anyone.

ABOUT US WHO WE ARE

We are specialized in lawncare and landscaping with a unique set of skills for a set purpose and we believe in going above and beyond for our clients satisfaction! We have been in the residential scene for 3 seasons! Now we are established in the commercial scene insured and licenced. We believe in making a statement with the land and putting signatures in the earth!

We are on a mission to bring excellence to the workspace with great skills, great work and with a great attitude! It is our hope to help impact others and demonstrate great business ethics!



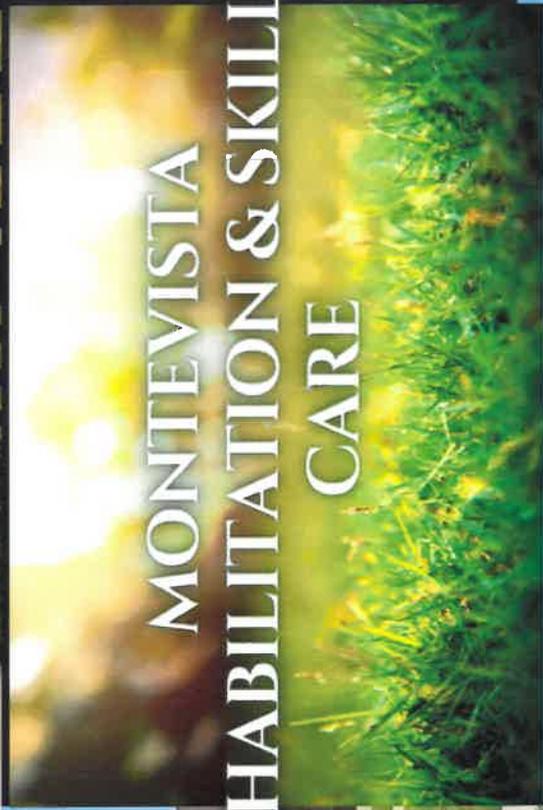
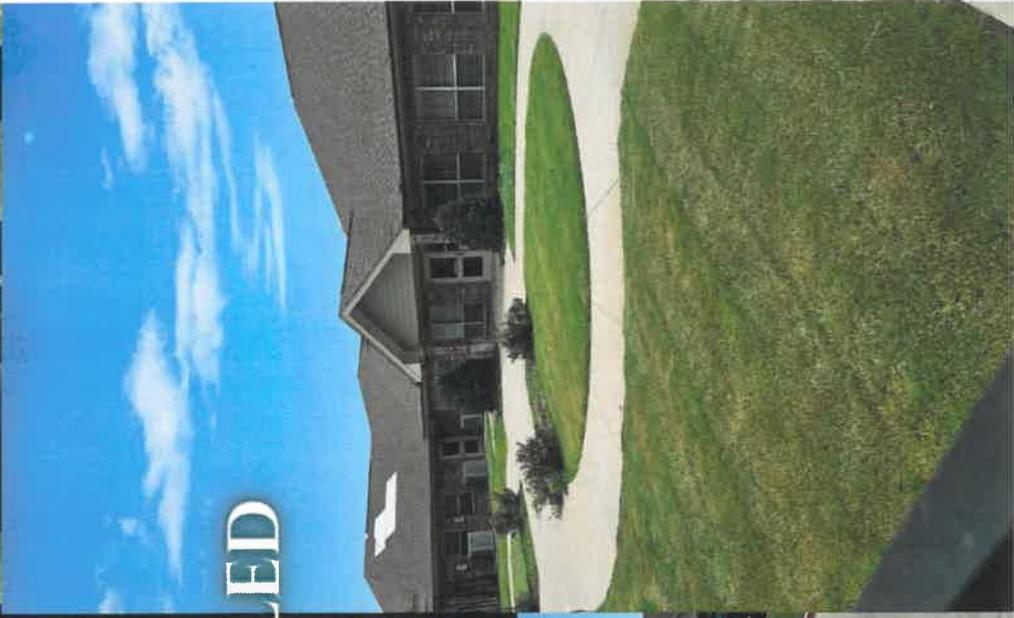


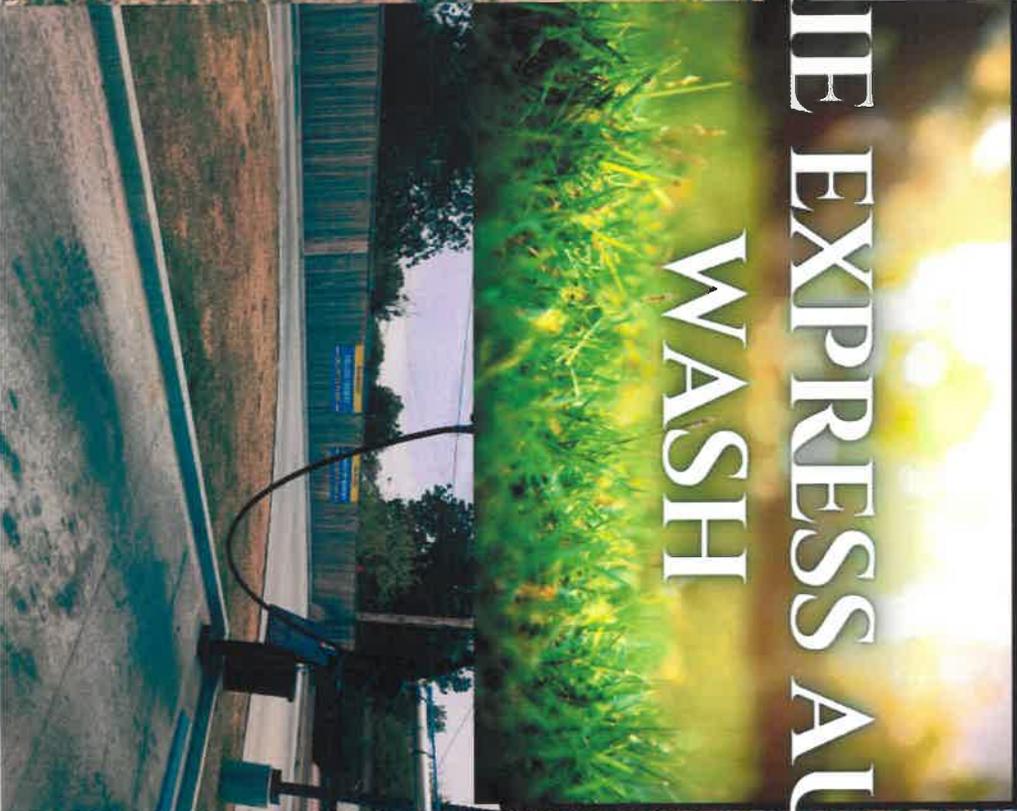
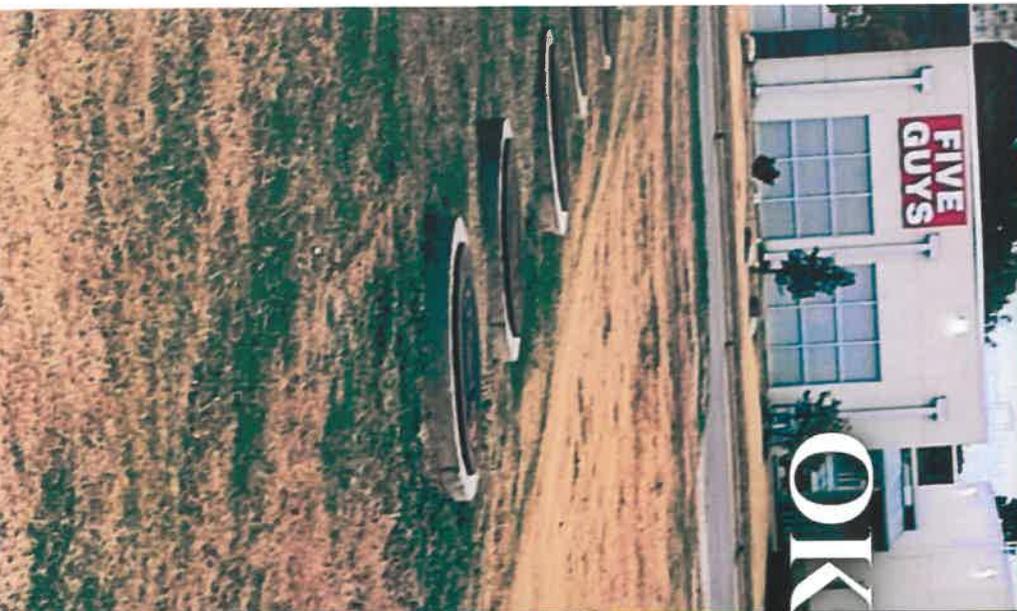
Client Referrals

To whom it may concern, I'm writing in reference to Aaron Tahah of Tahah Lawn Care and Landscaping. Aaron has been caring for my lawn for several years. He does an excellent job and is very professional. He addresses any concerns I have about my yard and shrubbery. I have and will continue to recommend his services to anyone. - Jan Rhodes 04/06/23 ★★★★★

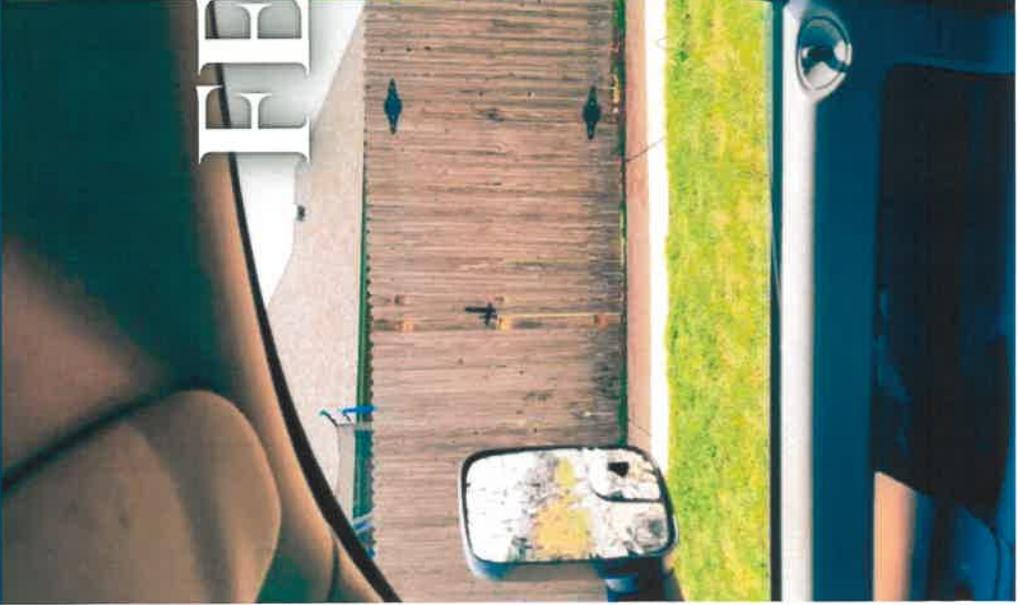
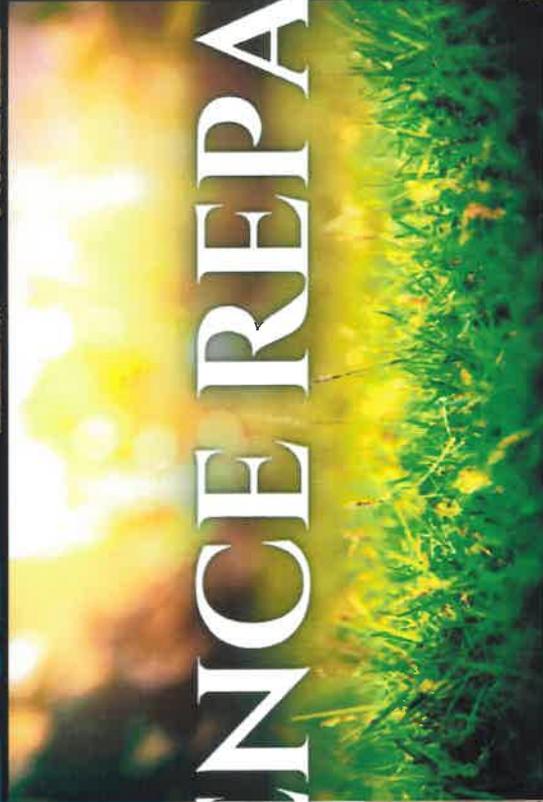


I am writing this letter to state how pleased I am with the lawn care services I have received from Tahah Lawncare & Landscaping LLC. Aaron and his crew are always very courteous and go above and beyond when tending to my lawn care needs. I was so desperate for a lawn care service that would actually show up and do the job. I have a very demanding job that does not allow me much free time. I tried my hand at doing my lawn myself and failed miserably. He was recommended to me through our neighborhood chat. I was stunned at the transformation of my yard after Tahah Lawncare and Landscaping finished. My yard is absolutely beautiful. I get so many compliments on how it looks and I will not use anyone else. I believe Aaron and his crew are doing a wonderful service and really deserve more recognition for their hard work. I recommend their services often to anyone who is looking for lawn care or landscaping services. - Janelle Jackson 04/06/23 ★★★★★





OKIE EXPRESS AUTO WASH



FENCE REPAIR

City of Lawton INVITATION TO BID AND CONTRACT

MAIL OR DELIVER SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: Colbie.Garrett@lawtonok.gov QUESTIONS REGARDING BID: www.bidnetdirect.com/oklahoma/cityoflawton	
Date Bid Typed: February 14, 2024	Dates Bid Advertised: February 15, 2024	No Bids Received After: March 6, 2024 2 : 00pm	
Contract Number and Title: CL24-014 Mowing & Litter Control		Requirements-type Contract:	Contract Period: June 1, 2024 - May 31, 2025
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9 th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: Sonrise Adult & Teen Challenge OK Oklahoma - Brian Monroe		Reason for No Bid:	
Mailing Address: 19792 NW Cache Rd		Terms: Net 15	
City: Cache, OK	State: OK	Zip: 73527	Delivery: Email
Area Code and Phone Number: 580-351-7447		Email Address: Brian.monroe@okteenchallenge.com	
Federal Employer Identification Number or Social Security Number 73-1324022			

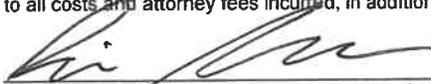
THIS BID INVALID IF NOT SIGNED AND NOTARIZED

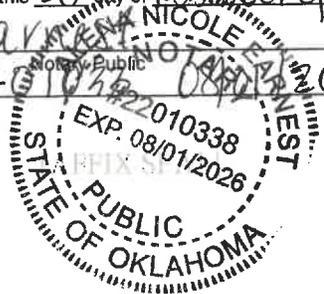
AFFIDAVIT: STATE OF Oklahoma COUNTY OF Comanche

Brian Monroe of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: Sonrise Adult & Teen Challenge
Address: 19792 NW Cache Rd
Cache, OK 73527
(City, State, Zip)
Phone: 580-351-7447


SIGNATURE OF AUTHORIZED AGENT
Brian Monroe - Vocation Director
PRINT/TYPE NAME/TITLE
Subscribed & sworn before me this 28 day of February, 2024.
Alena N. Earnest
Notary Public
My Commission expires: #22010338 08/01/2026



AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Oklahoma SS
COUNTY OF Comanche

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.



Sonrise Adult & Teen Challenge
Business Name / Contractor Name

[Signature]
Signed
Print: Brian Maroe

Attested to before me this 28 day of February 2024.

Alena N. Earnest
Notary Public

My Commission Expires 08/01 2026

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

CL24-014
Contract Number

2/28/24
Date

Sonrise Adult & Teen Challenge
Name of Contractor (Print)

[Handwritten Signature]
Signature, Member of Firm or Officer of Corporation

Vocations Director
Title

Bid Number: CL24-014

Bid Title: Mowing & Litter Contract

Vendor Name: Sonrise Adult & Teen Challenge
(please completed above information)

Price Sheet

(must be completed and returned with the bid)

Area Descriptions	<u>Bid Option 1</u>	<u>Bid Option 2</u>
	<u>Monthly Cost to Provide ONLY Mowing, Trimming and Litter Control Services for all twelve (12) Months</u>	<u>Monthly Cost to Provide ALL Requested Services Listed Under "Specifications" for all twelve (12) months</u>
Area 1: Major E-W Street Medians and Rights-of-Way	\$54,000	\$74,000
Area 2: Major N-S Street Medians and Rights-of-Way	\$49,000	\$66,500
Area 3: Neighborhood Medians	\$4,500	\$6,000
Area 4: City Owned Vacant Lots	\$5,600	\$6,900
Area 5: City Owned Facilities	\$11,000	\$21,000
Area 6: Drainage Areas	\$58,000	\$78,000

Any questions pertaining to the attached specifications, please contact Larry Parks at 580-581-3400 or larry.parks@lawtonok.gov

Notes:

1. This is a requirements contract.
2. There are insurance requirements for this contract.
3. Please submit two copies of any additional documents such as descriptive literature.

DISCLAIMER: The City of Lawton reserves the right to accept or reject any or all bids.



CITY OF LAWTON

FINANCE DEPARTMENT

February 16, 2024

**REQUEST FOR BID
CL24-014
Mowing & Litter Control**

The City of Lawton is hereby amending the above-mentioned Request for Bid (CL) to include the **Addition of Drainage Areas** to the solicitation. The original bid documentation can be found on at the [City of Lawton website](#), the City Clerk's office at 212 SW 9th Street, Lawton, OK 73501 and on the [Bidnet Direct](#) website.

The following attachments are being revised in the Mowing & Litter Control bid documents to include the addition of Drainage Areas:

1. Area 6: Drainage
 - a. An additional five (5) pages of Drainage Area Descriptions.
2. Drainage Vegetation Management Document
 - a. An additional two (2) pages of Specifications to Explain the scope of work within Drainage Areas.
3. Price Sheet
 - a. This will replace the Original Price Sheet on page 25 in the Original Bid Documents
 - i. The only change between the two is the addition of **Area 6: Drainage Areas** under Area Description

In the event that it is necessary to further amend, revise or supplement any part of this RFB (CL), additional addenda will be posted to the City's website as well as Bidnet Direct. The City will make a reasonable effort to provide the addenda to all bidders to whom the City provided the initial Invitation to Bid. The City is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner except by written addenda issued by the City.

ALL BIDDERS SHALL ACKNOWLEDGE AND INCLUDE THIS ADDENDA #1 AS PART OF THEIR SUBMITTAL PACKAGE.

Colbie Garrett

Colbie Garrett
Buyer, Financial Services

City of Lawton INVITATION TO BID AND CONTRACT

MAIL OR DELIVER SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: Colbie.Garrett@lawtonok.gov QUESTIONS REGARDING BID: www.bidnetdirect.com/oklahoma/cityoflawton	
Date Bid Typed: February 14, 2024	Dates Bid Advertised: February 15, 2024	No Bids Received After: March 6, 2024 2 : 00pm	
Contract Number and Title: CL24-014 Mowing & Litter Control		Requirements-type Contract:	Contract Period: June 1, 2024 - May 31, 2025
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: Grays Lawn Care Service 915-494-1801		Reason for No Bid:	
Mailing Address: 6606 NW Willow Tree Cir		Terms:	
City: Lawton State: OK Zip: 73505	Delivery:		
Area Code and Phone Number: 915 - 494-1801	Email Address: GraysLawnCareServiceLLC@gmail.com		
Federal Employer Identification Number or Social Security Number		88-1325968	

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF _____ COUNTY OF _____

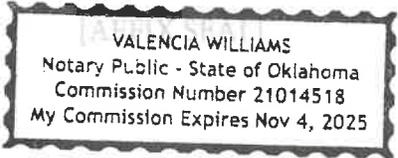
Justin Gray

of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: Navy Federal Credit Union
 Address: 13414 NW Cache Rd.
Lawton, OK 73505
 (City, State, Zip)
 Phone: 1-888-842-6328

Valencia Williams
 SIGNATURE OF AUTHORIZED AGENT
Valencia Williams, Member Service Rep. III
 PRINT/TYPE NAME/TITLE
 Subscribed & sworn before me this 23rd day of February, 2024
Valencia Williams
 Notary Public
 My Commission expires: Nov. 4, 2025



AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

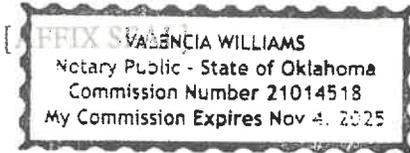
STATE OF OKLAHOMA

SS

COUNTY OF _____

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

Gray's Lawn care / Justin Gray
Business Name / Contractor Name



[Signature]
Signed
Print : Justin Gray

Attested to before me this 2nd day of February 2021.

Valencia Williams
Notary Public

My Commission Expires Nov. 4 2025.

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



CITY OF LAWTON

FINANCE DEPARTMENT

February 14, 2024

Interested Vendor:

SUBJECT: **Special Instructions for Submission of Bid Packet**

If you desire to submit a bid for **CL24-014 MOWING & LITTER CONTROL** this letter is provided to clarify problem areas.

The bid packet is composed of the following documents:

- Invitation for Bid and Contract with General Conditions for Submitting Proposals
- Affidavit for Payments in Excess Of Twenty-Five Thousand Dollars (\$25,000.00)
- Contractor's Certificate of Compliance with Non-Discrimination Provisions
- Department Specifications
- Price Sheet
- W-9 Form

You must include the following items in your bid submission, or your bid shall not be considered:

- Page 1 of the Invitation for Bid/Contract must be returned. It must be the **original, properly signed and notarized.**
- Affidavit For Payments in Excess of Twenty-Five Thousand Dollars (\$25,000.00), **original properly signed and notarized.**
- Contractor's Certificate of Compliance with Non-Discrimination Provisions, **original properly signed.**
- Department Specification and Price Bid Sheet (with vendor's comments, if applicable)
- W-9 Form, **original properly signed.**

Please, submit one (1) copy of any additional documentation such as descriptive literature, samples, material safety data sheets or references. Please, note that in some specifications, the submittal of the additional documents is required. If the documents are required, and are not submitted, your bid may be considered non-responsive.

Bid openings are held at 212 SW 9th Street Lawton, OK 73501 in the 2nd floor Conference Room @ 2:00 pm. Bid results may be obtained by attending the bid opening, making a written request, and enclosing a stamped, self-addressed envelope, or by email. Bid results are not available by telephone. Please, specify if you desire the bid results, or the results of who received the contract. Contract award information will not be available until the City Council awards the contract. Information will be mailed or emailed to the requester.

Examine your bid packet carefully as soon as you receive it. If any of the requested items are missing or if you have questions about the bid packet, please email colbie.garrett@lawtonok.gov.

Sincerely,

Colbie Garrett

Colbie Garrett
Buyer, Financial Services

City Hall | 212 SW 9th Street | Lawton, Oklahoma 73501 | 580-581-3328

WWW.LAWTONOK.GOV

City of Lawton INVITATION TO BID AND CONTRACT

MAIL OR DELIVER SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: Colbie.Garrett@lawtonok.gov QUESTIONS REGARDING BID: www.bidnetdirect.com/oklahoma/cityoflawton	
Date Bid Typed: February 14, 2024	Dates Bid Advertised: February 15, 2024	No Bids Received After: March 6, 2024 2:00pm	
Contract Number and Title: CL24-014 Mowing & Litter Control		Requirements-type Contract:	Contract Period: June 1, 2024 - May 31, 2025
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: LAWN WIZARDS RENE GOTIAR-BAILEY		Reason for No Bid:	
Mailing Address: 170 NW LAKEVIEW PLACE LAWTON OK 73507		Terms:	
City: 580-583-8089	State: OK	Zip: 73507	Delivery:
Area Code and Phone Number:		Email Address: renedgoti@earthlink.net	
Federal Employer Identification Number or Social Security Number 26-0750024			

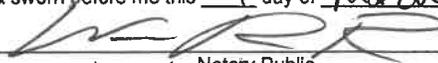
THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF OKLAHOMA COUNTY OF COMANCHE

RENE GOTIAR-BAILEY of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: LAWN WIZARDS
Address: 170 NW LAKEVIEW PLACE
LAWTON OK 73507
(City, State, Zip)
Phone: 580-583-8089


SIGNATURE OF AUTHORIZED AGENT
RENE GOTIAR-BAILEY
PRINT/TYPE NAME/TITLE
Subscribed & sworn before me this 4 day of March, 2024.

My Commission expires: 12/14/2027
Notary Public

NOTARY PUBLIC State of OK
WYNTER RACHELLE RICHEY
Comm. # **23016178**
Expires 12/14/27

Bid Number: CL24-014

Bid Title: Mowing & Litter Contract

Vendor Name: LAWN WIZARDS
(please completed above information)

Price Sheet

(must be completed and returned with the bid)

Area Descriptions	Bid Option 1	Bid Option 2
	Monthly Cost to Provide ONLY Mowing, Trimming and Litter Control Services for all twelve (12) Months	Monthly Cost to Provide ALL Requested Services Listed Under "Specifications" for all twelve (12) months
Area 1: Major E-W Street Medians and Rights-of-Way	\$ 57,000.00	\$ 77,000.00
Area 2: Major N-S Street Medians and Rights-of-Way	\$ 45,500.00	\$ 63,000.00
Area 3: Neighborhood Medians	\$ 5,600.00	\$ 7,500.00
Area 4: City Owned Vacant Lots	\$ 5,000.00	\$ 6,200.00
Area 5: City Owned Facilities	\$ 17,500.00	\$ 21,500.00
Area 6: Drainage Areas	\$ 63,000.00	\$ 82,500.00

Any questions pertaining to the attached specifications, please contact Larry Parks at 580-581-3400 or larry.parks@lawtonok.gov

Notes:

1. This is a requirements contract.
2. There are insurance requirements for this contract.
3. Please submit two copies of any additional documents such as descriptive literature.

DISCLAIMER: The City of Lawton reserves the right to accept or reject any or all bids.

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA
COUNTY OF COMANCHE

SS

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

LAWN WIZARDS / RENE GOTHEAR-BAILEY
Business Name / Contractor Name



[Signature]
Signed
Print: RENE GOTHEAR-BAILEY

Attested to before me this 4th day of March 2024.

[Signature]
Notary Public

My Commission Expires December 2027.

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

CL24-014
Contract Number

LAWN WIZARDS
Name of Contractor (Print)

3-4-24
Date

[Signature]
Signature, Member of Firm or Officer of Corporation

(CEO) OWNER
Title

City of Lawton INVITATION TO BID AND CONTRACT

MAIL OR DELIVER SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: Colbie.Garrett@lawtonok.gov QUESTIONS REGARDING BID: www.bidnetdirect.com/oklahoma/cityoflawton	
Date Bid Typed: February 14, 2024	Dates Bid Advertised: February 15, 2024	No Bids Received After: March 6, 2024 2 : 00pm	
Contract Number and Title: CL24-014 Mowing & Litter Control		Requirements-type Contract: Contract Period: June 1, 2024 - May 31, 2025	
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: <u>7X Land & Cattle Company LLC</u>		Reason for No Bid:	
Mailing Address: <u>Lawton Oklahoma 73534</u>		Terms: <u>Upon Completion</u>	
City: _____ State: _____ Zip: _____ <u>580-467-8420</u>		Delivery: <u>Our Truck</u>	
Area Code and Phone Number: <u>86-1879403</u>		Email Address: <u>tom@hot-livestock.com</u>	
Federal Employer Identification Number or Social Security Number			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT:

STATE OF Oklahoma

COUNTY OF Comanche

Tom Milam

of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extent of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: 7X Land & Cattle Company LLC

Address: PO Box 874

Phone: 580-467-8420

SIGNATURE OF AUTHORIZED AGENT

Tom Milam / Owner

PRINT/TYPE NAME/TITLE

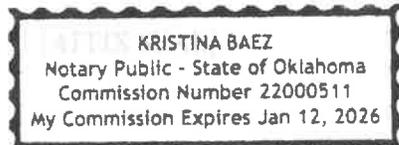
Subscribed & sworn before me this 6th day of March, 2024.

My Commission expires: Jan. 12, 2026

Notary Public

INVITATION TO BID AND CONTRACT
PAGE 1 OF 11

FORM REVISED 2/14/22



Bid Number: CL24-014

Bid Title: Mowing & Litter Contract

Vendor Name: 7XL Land & Gatts Company LLC
(please completed above information)

Price Sheet

(must be completed and returned with the bid)

Area Descriptions	Bid Option 1	Bid Option 2
	Monthly Cost to Provide ONLY Mowing, Trimming and Litter Control Services for all twelve (12) Months	Monthly Cost to Provide ALL Requested Services Listed Under "Specifications" for all twelve (12) months
Area 1: Major E-W Street Medians and Rights-of-Way	No Bid	No Bid
Area 2: Major N-S Street Medians and Rights-of-Way	No Bid	No Bid
Area 3: Neighborhood Medians	No Bid	No Bid
Area 4: City Owned Vacant Lots	6,950 ⁰⁰	8,200 ⁰⁰
Area 5: City Owned Facilities	35,370 ⁰⁰	36,620 ⁰⁰
Area 6: Drainage Areas	278,654 ⁰⁰	292,491.50

Any questions pertaining to the attached specifications, please contact Larry Parks at 580-581-3400 or larry.parks@lawtonok.gov

Notes:

1. This is a requirements contract.
2. There are insurance requirements for this contract.
3. Please submit two copies of any additional documents such as descriptive literature.

DISCLAIMER: The City of Lawton reserves the right to accept or reject any or all bids.

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Oklahoma
COUNTY OF Comanche SS

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

TX Land Kattis Company / Tom Milam
Business Name / Contractor Name

[Signature]
Signed/Print: Tom Milam

Attested to before me this 6th day of March 2024.

[Signature]
Notary Public

My Commission Expires Jan-12, 2026.

KRISTINA BAEZ
Notary Public - State of Oklahoma
Commission Number 22000511
My Commission Expires Jan 12, 2026

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

CL24-014
Contract Number

7XL Hand & Cattle Company LLC
Tom Milan
Name of Contractor (Print)

03/06/2024
Date

[Signature]
Signature, Member of Firm or Officer of Corporation

OWNER
Title